





# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
WASHINGTON, D.C. 20245

IN REPLY REFER TO:

53 BIAM Supplement 4, Release 1

JUL 2 1987

## Memorandum

To: Holders of 53 BIAM

From: **ACTING**  
Deputy to the Assistant Secretary - Indian Affairs  
(Operations)

Subject: Other Timber Harvest

This release provides detailed instructions on Other Timber Harvest in the form of a supplement to the basic portion of the Forestry Program Manual.

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ACTING Deputy to the Assistant Secretary -  
Indian Affairs (Operations)

### Filing Instructions:

- (a) Remove superseded material:
- |   |            |
|---|------------|
| 53 IAM 5.0 Table of Contents Rel. 6 (Dated 2/23/60) | (1 sheet)  |
| 53 IAM 5.1-5.1.3 Rel. 13 (Dated 3/16/64)            | (1 sheet)  |
| 53 IAM 5.2-5.2.8 Rel. 6 (Dated 2/23/60)             | (3 sheets) |
| 53 IAM 5.3-5.3.2 Rel. 5 (Dated 1/14/60)             | (1 sheet)  |
- (b) Insert new material transmitted:
- |   |             |
|---|-------------|
| 53 BIAM Supp. 4, Table of Contents, Rel. 1 (Dated 7/2/87) | (1 sheet)   |
| 53 BIAM Supp. 4, 1.-6.6, Release 1, (Dated 7/2/87)        | (12 sheets) |
| Illustrations 1a.-6., Release 1, (Dated 7/2/87)           | (15 sheets) |
- (c) Pen-and-ink changes:
- None

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OTHER TIMBER HARVEST  
Table of Contents

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O. TABLE OF CONTENTS

1. General
  1. Policy and Scope
  2. Objectives
  3. Authority
  4. Responsibility
2. Approving Officer
  1. General
  2. Free-Use
  3. Paid Permits
  4. Special Allotment Timber Cutting Permit
  5. Tribal Forest Products Enterprises
3. Permit Preparation
  1. General
  2. Cruise of the Proposed Sale of Timber
  3. Forest Officer's Report
  4. Environmental Assessment and Cultural Requirements
  5. Report to SATCP Allottee
4. Permit Document Preparation
  1. General
  2. Construction and Completion of Form BIA-5331 for Paid Permits
  3. Construction and Completion of Form BIA-5331 for Free-Use Permits
  4. Construction and Completion of Form BIA-5328 - Special Allotment Timber Cutting Permit
  5. Performance Bond
  6. Checklist for Distribution of Documents
5. Permit Administration
  1. General
  2. Permit Supervision
  3. Designation of Timber to be Cut
  4. Payment for Timber
  5. Logging Operations
  6. Scaling and Reporting
  7. Fire Prevention and Suppression
  8. Road Construction and Maintenance
  9. General Administrative Actions

---

OTHER TIMBER HARVEST  
Table of Contents

---

## 6. Permit Records

1. General (Use Timber Sale Records Handbook 53 IAM Supplement 1, as general guide)
2. Scale Records (Use Timber Sale Records Handbook 53 IAM Supplement 1, as general guide)
3. Reporting Records (Use Timber Sale Records Handbook 53 IAM Supplement 1, as general guide)
4. Permit Accounts (Use Timber Sale Records Handbook 53 IAM Supplement 1, as general guide)
5. Closing Permits and Accounts (Use Timber Sale Records Handbook 53 IAM Supplement 1, as general guide)
6. Deductions for Forest Management Purposes (Refer to 25 CFR 163.18 and 163.19, and 53 BIAM Supplement 3, 6.6)

## Illustrations

- 1a. Sample Timber Use Policy Statement, FY 1983
- 1b. Sample Policy and Procedural Statement, Forest Product Permits, FY 1984, Zuni Reservation
2. Form BIA-5315, Power of Attorney for Sale of Allotment Timber
3. Form BIA-5331, Timber Cutting Permit
4. Form BIA-5328, Special Allotment Timber Cutting Permit
- 5a. Sample Agreement and Power of Attorney Depositing Cash as Performance Bond
- 5b. Sample Agreement and Power of Attorney Depositing U.S. Bonds or Notes as Performance Bond
- 5c. SF-25, Performance Bond Accompanying an Irrevocable Letter of Credit as Performance Bond
- 5d. Example Format for Irrevocable Letter of Credit Securing Permit Performance
6. Form BIA-5319, Statement of Completion of Timber Contract and Summary of Operations Report

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OTHER TIMBER HARVEST  
General

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1. GENERAL

1.1 Policy and Scope. It is the Bureau's policy to provide for harvesting forest products through timber cutting permits, either paid or free-use, when volumes or values are sufficiently small that formal contract sales (53 BIAM Supplement 3) are deemed unnecessary. In limited situations, (25 CFR Part 163.20) free-use without permit may be authorized. All harvest under this authority shall be based on value established by appraisal and shall conform to sound silvicultural procedures. The owner's consent authorizing such permit sale(s) is required. Consent may be on an individual basis or as contained in a periodic Timber Use Policy Statement. Should emergency situations, as defined by 25 CFR Part 163.7(b), arise, and it is impractical or impossible to secure timely owner consent, then timber harvest under this authority may be authorized without such approval. Because local economies and conditions vary widely by area, application of these regulations requires sound judgment in distinguishing between large and small volumes and values, and establishing local standards of control. Guidelines contained herein apply to all permit actions, unless otherwise provided for by the Secretary.

1.2 Objectives. Objectives for Other Timber Harvest are the same as for timber sales. Refer to 25 CFR Part 163.3 and 53 BIAM Supplement 3, 1.2.

1.3 Authority. By statute, Refer to 53 BIAM 4. By consent of owners, refer to 25 CFR Part 163. Refer to permit forms BIA-5331 and BIA-5328.

A. Tribal Timber.

(1) Periodic Timber Use Policy Statement. Harvesting forest products from unallotted (tribal) lands under permit authority or free-use without permits shall be in conformance with stipulations of a periodic Timber Use Policy Statement (Illustration 1). In consultation with tribal representatives, Superintendents shall prepare such statements for each reservation having products available for harvest under this authority. This document reflects tribal and Bureau policy towards harvesting products under permit authority, and describes the agency/tribal prices, policies, and procedures for issuing paid and free-use permits and authorizing free-use cutting without permits on designated tribal lands. The periodic policy statement shall provide for the Area Director's approval and shall be based on a fiscal year. It shall contain:

(a) A general tribal/agency statement of policy and purpose, include cites of regulatory and tribal authority, and a clause that the statement is for cutting on designated tribal lands. (25 CFR Part 163.19, 25 CFR Part 163.20 and 53 BIAM 4).

(b) A clause that Form BIA-5331 (or other approved form) is the form required to authorize cutting.

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OTHER TIMBER HARVEST  
General

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(c) A description of who may receive a permit.

(d) A description of rules and restrictions required under each type of permit. These would be considered standard procedures, whereas specific environmental constraints may require added special provisions.

(e) A tabulation of the products which may be removed and the stumpage rate per unit for each product. Superintendents, after consulting with tribal representatives, will determine minimum stumpage rates to be used to compute the value of timber cut under paid and free-use permits. Stumpage rates may be determined by appraisal or by other reasonable methods that will reflect the value of the timber in local markets.

(f) Optional information such as:

(i) Other forms required by tribe and/or agency.

(ii) Total permit volume and/or value limitations.

(iii) Cutting restrictions of any product harvested by other than tribal members.

(iv) Performance bond requirements.

(v) Details for required accountability of various forest products.

(vi) Penalties for violation of the policy.

(vii) Definitions.

(viii) Indian/tribal member preferential employment requirements.

(ix) Other.

(g) A signature page providing for approval by the Superintendent, Tribal Chairman or his/her authorized representative, and Approving Officer.

(h) A tribal resolution authorizing the tribal representative to sign the document on behalf of the tribe.

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OTHER TIMBER HARVEST  
General

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(2) Tribal consent for permit harvesting will be in the Periodic Timber Use Policy Statement. However, if a tribe declines to formally endorse such a document, tribal consent must be obtained individually for each permit.

B. Allotted Timber.

(1) A power of attorney (Illustration 2) is used to obtain a consent when the permittee is not the sole owner.

(2) When the execution of a power of attorney is required, Form BIA-5315, Power of Attorney for Sale of Allotted Timber (Illustration 2), shall be used. The name of the allottees or heirs signing should be entered on the form and the fractions of interest should be shown next to the typed name.

(3) When consent of only a majority interest has been obtained, the permit file must contain evidence of the effort to obtain consent of all allotment owners. When an allottee or any heirs cannot be located, the Superintendent, after a reasonable and diligent search, and the giving of notice by publication, may sign a power of attorney consenting to the sale of timber for these particular interests. For an allotment containing both restricted and unrestricted interests, only the restricted interests are considered in determining if a majority interest consent has been obtained.

C. Unrestricted Interests in Timber in Which There is Trust or Restricted Interest. Consent of all unrestricted interests is required and shall be evidenced by signature on the authorized form of power of attorney. In the event that consent of all unrestricted interests is not obtained, an advertised sale procedure is required to harvest timber (refer to 53 BIAM Supplement 3 for guidance).

D. Sales of Timber Without Indian Consent. When action is necessary to prevent loss of value resulting from catastrophies, sales of timber may be made from any Indian land held in trust or other patent containing restrictions or alienation without the consent of the Indian owners, to prevent loss of values in accordance with 25 CFR Part 163.7 (b).

1.4 Responsibility.

A. Area Director. In addition to the requirements of 53 BIAM 4.3, the Area Director shall:

(1) Provide for harvest of timber from allotted lands in accordance with 25 CFR Part 163.19 and Part 163.20.

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OTHER TIMBER HARVEST  
General

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(2) Provide oversight, guidance, and technical assistance to field offices as needed.

B. Superintendent. Superintendents shall:

(1) Secure consent of Indian owners for harvest of timber under this authority.

(2) As authorized by the Area Director, issue permits and provide for collection and disbursement of stumpage payments and forest management deductions and/or service fees.

(3) Consult with the Indian owners in all aspects of conducting a timber harvest program under the auspices of this authority.



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OTHER TIMBER HARVEST  
Approving Officer

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2. APPROVING OFFICER

2.1 General. Refer to 53 BIAM 4 and 10 BIAM 3.

2.2 Free-Use.

A. Without Permit. Refer to 25 CFR Part 163.20. Forest products harvested under this authority must be for the personal use of the Indian(s) (permittee) and shall not be sold or exchanged for other goods and services. Such harvesting shall conform to the principles of sustained yield as contemplated by 25 CFR Part 163.4. Superintendents shall take prompt corrective action when forest products harvested under this authority are cut in a wasteful or imprudent manner.

(1) Unallotted Lands. With the consent of the authorized tribal representatives, Indians may cut specified types and species of forest products from unallotted lands without a permit and without charge. Such harvesting shall be as authorized in the periodic Timber Use Policy Statement.

(2) Allotted Lands. Free-use cutting without permit on allotted lands shall be limited to the Indian sole owner.

B. With Permit. Refer to 25 CFR Part 163.19 and 2.1 and 2.2 above. Free-use cutting permits may be issued for unallotted lands or allotted lands with the owner's consent. Prescribed permit forms (Illustration 3) shall be used. Permit stumpage value shall not exceed the limit cited in 25 CFR Part 163.19(b) unless otherwise approved by the Secretary. The Periodic Timber Use Policy Statement may establish restrictions on the sale or exchange of forest products harvested. Restrictions shall be shown on each permit. Although free-use permits may be issued for harvesting of timber on allotted lands with the landowner's consent, the harvest use should be restricted so that the forest value is not adversely affected.

2.3 Paid Permits. Paid permits issued under provisions of 25 CFR Part 163.19 shall use permit form BIA-5331 (Illustration 3). Permit stumpage value shall not exceed the limit cited in 25 CFR Part 163.19(c), unless otherwise authorized by the Secretary.

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OTHER TIMBER HARVEST  
Approving Officer

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2.4 Special Allotment Timber Cutting Permit. Refer to 25 CFR Part 163.19(b).

A. Special Allotment Timber Cutting Permits (SATCP), Form BIA-5328 (Illustration 4), are issued to an owner of an allotment to cut and sell designated timber with a minimum of Bureau supervision. The allottee may conduct the logging operations, or may hire other persons to assist in logging or may contract with another party for logging and delivery of timber.

B. Negotiations for sale of the forest products are the responsibility of the allottee. SATCP's will not be approved until the Superintendent determines that the allottee can market the product, and has the necessary business experience to conduct the proposed operation.

C. The officer approving the permit may require that the allottee present evidence that a bona fide sale of the products has been arranged and the terms of sale protect the allottee's interest.

D. If self-logging is proposed, the financial status of and the equipment available to the allottee should be commensurate with the volume and value of products under consideration.

E. The Bureau shall designate all timber to be harvested under a SATCP.

F. The Bureau will provide stumpage value data to the allottee, define and provide sound silvicultural and forest management practices for the permit area, and obtain compliance to those practices as defined in each permit.

G. Additional assistance may be provided to the allottee.

2.5 Tribal Forest Products Enterprises. In accordance with 25 CFR Part 163.6, enterprises may utilize tribal or allotted timber as provided in approved enterprise agreements. The purchase of timber by these enterprises may utilize standard permit forms or additional forms approved by the Secretary.

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OTHER TIMBER HARVEST  
Permit Preparation

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3. PERMIT PREPARATION

3.1 General. Refer to 25 CFR Part 163.7(c). Before issuing a timber cutting permit, the Bureau shall be guided by the complexity of the project, the volume/value of the forest products involved, and the need for expedited harvest. (Salvage of insect damage, windthrow, or other timber subject to rapid deterioration should not be delayed.) Documentation should meet standards similar to those established in 53 BIAM Supplement 3 (e.g., when significant volumes of standing green timber are involved). However, such preparation efforts should be commensurate with the circumstances surrounding the proposed harvest action.

3.2 Cruise of the Proposed Sale of Timber.

A. Proposed permit timber sales shall conform to the general harvest schedule set forth in the forest management plan, unless changes are approved by the Area Director.

B. A timber cruise will generally be used to determine the quantity of merchantable timber products on the area. Acceptable methods of cruising will be used in accordance with the procedures established by the Area Director. Accuracy standards will be commensurate with the value of the material to be cruised. Documentation of the methodology shall be provided in the Forest Officer's Report.

3.3 Forest Officer's Report. A report setting forth pertinent information of the proposed permit sale of timber will be prepared by the ranking Forest Officer at the field office having jurisdiction. If a field office is without a Forest Officer, the Area Director will assume the responsibility for the preparation of the report. Reports will be prepared in accordance with specific instructions issued by the Area Director. Similar harvest activities utilizing permits may be combined within programmatic reports.

A. Narrative and Factual Information. This section is a statement providing a forest management analysis of the proposed permit sale, silvicultural prescriptions to be applied, and design of the harvest operations.

B. Appraisal. Appraisal methods may include procedures such as transaction evidence, residual values, or other techniques as authorized by the Area Director to determine the value of the products.

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OTHER TIMBER HARVEST  
Permit Preparation

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C. Permit Map. A map will be prepared. Map characteristics and legend will adhere to standards established as criteria for forest mapping.

3.4 Environmental Assessment and Cultural Requirements. Documentation will be prepared to comply with the requirements of the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), the Endangered Species Act, and other applicable statutes and regulations setting forth requirements for protection and enhancement of the environment.

Note: Guidelines concerning programmatic NEPA documentation, wherein groups of individual permit activities are examined together, and/or categorical exclusions, may be issued by the Area Director.

3.5 Report to SATGP Allottee. When a permit (Illustration 4) is issued in accordance with 25 CFR Part 163.19(d), a brief report will be prepared for the allottee, summarizing by species: estimated product volume, estimated product value, and potential markets. The purpose of the report is to provide concise information that will assist the allottee in making decisions about markets, potential operators, and the disposition of their resource.

A. The estimated product volume and value will be used by the Bureau to establish the amount of administrative deductions and the required special deposit and serve the allottee as a basis for negotiating product sales. This report must clearly state that the volume and values are estimates only and are not guaranteed.

B. The Bureau should inform allottees that agreements made with operators cannot change permit requirements unless these agreements are incorporated into the permit by inclusion prior to approval or through approved modifications.

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OTHER TIMBER HARVEST  
Permits

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4. PERMIT DOCUMENT PREPARATION

4.1 General. Form BIA-5331 (Illustration 3) is used for free-use with permit and paid permits. Form BIA-5328 (Illustration 4) is used for Special Allotment Timber Cutting Permits.

4.2 Construction and Completion of Form BIA-5331 for Paid Permits. (Illustration 3).

A. Uses. Paid permit, Form BIA-5331, shall be used where the sale of timber involves an estimated volume (payment is disbursed when timber is scaled or otherwise measured), or a predetermined volume (money is paid in full upon approval of the permit and is disbursed upon receipt).

B. Completion of Text. Specific information relating to the status of timber to be cut (allotted vs. tribal), Indian Reservation, dates, name of permittee, legal description of cutting unit, payment requirements, is inserted in the blanks provided. When tribal timber is cut, insert "N/A" (not applicable) where references to allotment name and number occur.

C. Special Provisions. Each section of the permit may reference additional language to be attached as part of the permit. These special provisions shall be carefully prepared to prevent contradiction with provisions preprinted on the permit form. Inapplicable preprinted provisions on the reverse side of Form BIA-5331 should be described as not applicable under the special provisions section of the permit. Crossouts are inappropriate.

D. Signatures.

(1) "Signed." The signature line designated for "permittee" shall be signed by the person obtaining the permit.

(2) "Authorized."

(a) Tribal Timber. When the permit concerns tribal timber, the authorizing signature shall be that specified in the Periodic Timber Use Policy Statement. In the absence of such a policy statement, the authorizing signature shall be that of the Tribal Chairman or his/her designated representative.

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OTHER TIMBER HARVEST  
Permits

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(b) Allotment Timber. The signature line designated for "allottee" shall be signed by the individual landowner(s) or by the Superintendent on behalf of an undivided interest, through a power of attorney.

(i) Authorized allottee signature(s) may be by power of attorney. Form BIA-5315, Power of Attorney for Sale of Allotment Timber (Illustration 2), shall be used.

(ii) In the absence of a power of attorney, the permit document, with attached signature pages, may be signed and witnessed by each allottee interest.

(iii) Each allottee interest shall be provided a copy of the permit and be fully advised of its meaning before signing.

(3) "Witnesses." The signature of each allottee must be witnessed by two individuals. If such signatures are not legible, the name should be printed or typed in such a position as to be associated with the proper signature. The addresses of the witnesses should be included.

(4) "Approved." The signature line designated for "Approving Officer" shall be signed by the line official responsible for authorizing the permit, or a designated representative.

4.3 Construction and Completion of Form BIA-5331 for Free-Use Permits. (Illustration 3). Refer to 25 CFR Part 163.19 and 4.2 above. Forest products cut under provision of 25 CFR Part 163.19(b) may be limited to sale and exchange for other goods or services. Limitations should be described in the Periodic Timber Use Policy Statement and in the permit.

4.4 Construction and Completion of Form BIA-5328 Special Allotment Timber Cutting Permit. (Illustration 4).

A. Heading. Include original allottee name with allotment number.

B. Section 2, Timber to be Cut. If this is a predetermined volume sale, inapplicable wording should be deleted.

C. Section 3, Designation of Timber for Cutting. Be specific as to species to be harvested and method of designation for each. Only timber designated by the Bureau will be authorized for harvest.

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OTHER TIMBER HARVEST  
Permits

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D. Section 4, Permit Dates. Permits should normally be limited to one year. However, one additional year may be allowed when high volume/value stumpage is concerned and a longer period is compatible with good business and economic principles and the justifying information is presented with the proposal. The permit time period should be based on the approval date in order to give the permittee the full time allowed to cut and remove the product.

E. Section 5, Forest Management Deductions. Refer to 5.4C.

F. Section 6, Special Deposits. Refer to 25 CFR Part 163.19(d) and 53 BIAM Supplement 4, 4.5B below. The amount of the Special Deposit shall not be less than 10 percent of the estimated stumpage value and shall be provided by the permittee before approval. This deposit is used to offset damages to the land, improvements, or timber caused by the permittee's actions or noncompliance with terms of the permit.

G. Section 8, Slash and Snag Disposal. List any practices required in addition to those specified in Section 16.

H. Section 9, Special Provisions. Include special provisions not preprinted on Form BIA-5328. Inapplicable provisions in Section 11 through 20 should be noted in this section.

#### 4.5 Performance Bond.

A. Paid Permit. A performance bond may be required of the permittee. If a bond is required, it shall be in conformance with 25 CFR Part 163.14. The performance bond shall be executed by the permittee in the same manner and number of copies as the permit document and becomes a part of the permit by reference and is an attachment to the permit document. The permit approving officer should obtain legal advice from the Solicitor before claiming a bond to satisfy damages. Form of bond may include but is not limited to:

(1) Deposit of Cash. Cash deposited as a performance bond must be supported by an Agreement and Power of Attorney naming the officer who will approve the permit as attorney-in-fact (refer to Illustration 5a).

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OTHER TIMBER HARVEST  
Permits

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(2) Deposit of U.S. Government Securities. Negotiable U.S. Government Securities submitted as a performance bond must be supported by an Agreement and Power of Attorney naming the permit approving officer as attorney-in-fact. Securities so posted will be deposited and held by the Treasury of the United States. The deposit is facilitated by the Branch of Finance Reserve Bank (refer to Illustration 5b).

(3) Irrevocable Letter-of-Credit. In accordance with 25 CFR Part 163.14, irrevocable letters-of-credit may be an acceptable form of performance bond. Only irrevocable letters-of-credit issued by banks which are members of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation are acceptable. Each letter-of-credit submitted as a performance bond must be accompanied by a SF-25, Performance Bond (Illustration 5c), which has the following statement inserted in the block labeled "Surety(ies)":

"In lieu of surety(ies) hereon, I/we the undersigned principal(s) hereby offer an irrevocable letter of credit in the amount of \$ \_\_\_\_\_. Said letter of credit is pledged as security for the performance and fulfillment of the permit designated hereon."

There is no uniform letter-of-credit format. Each bank will issue letters-of-credit on its prescribed form or letterhead. Area Directors shall develop implementing procedures and guidelines for use of letters-of-credit within their jurisdictions. See Illustration 5d for an example of a format for an irrevocable letter-of-credit as a performance bond.

B. SATCP. Performance bonds for SATCP's are usually in the form of a "Special Deposit" as described in Section 6 of the permit form, see 4.4F.

(1) Form of Special Deposit. The special deposit may be in the form of cash or negotiable United States bonds or notes in lieu of cash, provided they are supported by an appropriately executed bond form and power of attorney. It may also be in the form of an irrevocable letter-of-credit (see 4.5A).

(2) Waiver of Special Deposit. When the sole owner of the allotment (permittee) is also the logging operator, the special deposit may be waived. When waived, Section 6 of the permit will note, "Special deposit hereby waived."

(3) Written Justification. The waiver of special deposits shall require written justification incorporated in the Forest Officer's Report.



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OTHER TIMBER HARVEST  
Permits

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(4) Amount of Special Deposit. The amount of the special deposit may be increased or decreased when circumstances warrant. In justifying special deposit amounts, consideration shall be given to the estimated cost to comply with the permit provisions.

(a) Special Provisions. Show the cost of completing the special provision in the appraisal.

(b) General Performance. Consider the cutting area for possible risk. This could be damage from logging operations, maintenance of roads, protection of improvements, or other factors. Do not include fire risks unless special conditions warrant.

(5) Special Deposit by Someone Other than the Permittee. When the special deposit has been made by someone other than the permittee (e.g., a logger who buys the timber from the allottee who has obtained a SATCP) Section 9, (Special Provisions), should show the following statement:

"The special deposit has been deposited by (purchaser name) in addition to the full payment for the timber as set forth in the selling agreement and is to be refunded to (purchaser name) upon satisfactory completion of this permit. The deposit is in behalf of the permittee and is not to be interpreted as an assignment of this permit or the rights thereunder."

(6) Refund of the Special Deposit. Upon satisfactory completion of the SATCP, the deposit is returned to the permittee, less any amount necessary to satisfy damages. The special deposit may also be reduced by partial refund when the job is completed except for one or more items which can be accomplished only during a specific season and the task must, therefore, be delayed.

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 OTHER TIMBER HARVEST  
 Permits
 

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4.6 Checklist for Distribution of Documents.

1. Permit Form	X	X	X	X
2. Permit Unit Map	X	X	X	X
3. Performance Bond <u>1/</u>	X	X	X	X
4. Tribal Resolution <u>1/</u>	X		X	X
5. Allottee Power of Attorney <u>1/</u>		X	X	X
6. Forest Officer's Report <u>1/</u>			X	X
7. NEPA Documentation			X	X
8. Report to Allottee <u>1/</u>		X	X	X

1/ If Applicable2/ For SATCP Only

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OTHER TIMBER HARVEST  
Permit Administration

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5. PERMIT ADMINISTRATION

5.1 General. General instruction for permit administration is contained in 25 CFR Part 163 and 53 BIAM 4 and the permit form. The following guidelines are provided for those actions where identified requirements are not provided in the standard permit form.

A. The Bureau is responsible for defining and obtaining compliance with sound silvicultural and forest management practices for the permit area. The permit form may not require all designated timber to be cut, but it does require that all cutting must be done in accordance with the permit provisions. Additional supervisory assistance may be provided to the permittee.

B. Responsibility for determining volume and value of products sold by Special Allotment Timber Cutting Permit and for carrying out the sale transaction rests with the permittee and the party who purchases the product.

5.2 Permit Supervision.

A. The Approving Officer is the officer approving the permit. The Approving Officer will usually be the Superintendent or a designated representative.

B. The Superintendent is the line officer in charge of an Agency having jurisdiction over the permit area, or a designated representative.

C. The Forest Officer in Charge or a designated representative, is assigned to supervise forestry work at the Agency having jurisdiction over the permit. The Forest Officer in Charge or a designated representative, will regularly review and inspect permit areas to ensure (1) adherence to forestry practices and procedures applicable to permit sales, and (2) compliance with permit terms. Delegations of responsibilities of the Officer in Charge shall be in writing for each permit area.

D. The Forest Officer or a designated representative in charge of a permit area shall report the status of the permit and the permittees performance by established procedures.

E. The Area Forester, or a designated representative will review and inspect permit area(s), in cooperation with the Forest Officer in Charge, as necessary to determine compliance with forest policy and practices and to assist in resolving administrative and technical problems. The Area Forester will develop policy, procedures, and forest practice guidelines in cooperation with the Forest Officer in Charge.

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OTHER TIMBER HARVEST  
Permit Administration

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5.3 Designation of Timber to be Cut. The management objectives of the permit may be addressed in the forest management plan, the Annual Timber Policy Statement or the Forest Officer's Report. Designation of timber for cutting is contained in the permit document.

A. Order of Cutting. The order of cutting is established by the Superintendent. No timber shall be cut under any permit until marked or otherwise designated by the Bureau.

B. Marking Unit Boundaries. Boundaries will be clearly marked on the ground in advance of timber marking or cutting operations by blazing, painting, staking, or other approved methods.

C. Marking Rules. Marking rules are developed locally for permit areas to meet defined silvicultural objectives.

D. Control of Marking Quality. The Officer in Charge will check timber marking to ensure compliance with the marking rules.

E. Marking Method. Individual trees and clearcuts shall be clearly marked in accordance with methods stipulated in the permit.

5.4 Payment for Timber. Payments for timber are set forth in 25 CFR Part 163.15, and in the permit document. Other methods of payment may be authorized for Indian operations under 25 CFR Part 163.6.

A. Special Deposits. Special deposits for SATCP's and other permit bonding instruments are required before cutting begins. See 4.5B above.

B. Payment for Timber. Deposits and payments shall be requested by use of Form DI 1040, Bill for Collection (53 BIAM Supplement 3, Illustration 13), unless another form of request has been authorized by the Approving Officer. Provisions for payment of timber should be clearly defined in the permit document.

C. Forest Management Deductions. Refer to 25 CFR Part 163.18 and Part 163.19. Unless special instructions have been given by the Secretary regarding the amount of the forest management deduction, or the manner in which it is to be made, the deduction shall be 10 percent of the estimated stumpage value of the forest products designated for harvesting. Forest management deductions for permits with values of \$1000.00 or less are to be collected at the discretion of the approving officer.

D. Utilization and Waste Scale. When forest products are to be scaled, as the basis of payment, waste scale material is paid for at the permit rate in effect. Since many permits do not provide for scaling as the basis of payment, permit administration requires maximum utilization of forest products.

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OTHER TIMBER HARVEST  
Permit Administration

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5.5 Logging Operations.

A. Logging Plan. The need for a logging plan is dictated by such factors as: policy, size and complexity. Written instructions regarding practices and sequence of activities may be required in the logging plan.

B. Notices to the Permittee. Notices or instructions to the permittee shall be in writing. If verbal notice or instruction is given, a written notice or instruction shall be made for the record.

C. Timber to be taken. A purpose of cutting permits is removal of the timber designated to be cut for beneficial use. Where necessary to the success of the silvicultural prescriptions being applied, removal to permit utilization standards may be mandatory. Payment by the permittee for designated timber either not cut, or cut and not removed, does not preclude requiring removal to permit utilization standards. Scale of and payment for the waste material may be a required function of permit administration; however, it is not a substitute for acceptable performance by the permittee.

D. Damage to Reserve Stands. The damage to reserve stands may occur during logging operations. The forest officer will notify the permittee of damage that requires corrective action.

E. Slash and Cull Trees. Treatment of logging slash and the felling of cull trees may be required in the permit document.

5.6 Scaling and Reporting. Refer to 53 BIAM Supplement 3, 5.6.

5.7 Fire Prevention and Suppression.

A. Permittee Responsibility. The responsibilities of the permittee and any special provisions are stated in the permit document.

B. Prevention and Presuppression. The permittee will comply with standards of prevention as required by the Superintendent. Standards may include, but are not limited to:

- (1) Rules for personnel activity and conduct.
- (2) Requirements for communications.
- (3) Requirements for fire tools and equipment.
- (4) Requirements for an organization for fire fighting.
- (5) Procedures for suspension of operations in critical fire danger periods.

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OTHER TIMBER HARVEST  
Permit Administration

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(6) Procedures for control and use of permittee's manpower and equipment.

(7) Procedures for inspection and compliance with prevention and presuppression measures.

C. Suppression. The permittee is obligated to suppress all fires occurring in the permit area or caused by the operations of the permittee. The permittee will also provide manpower and equipment for fire suppression outside the permit area when required by the Superintendent. Employees and sub-contractors of the permittee ordinarily will not be called upon for fire suppression work on fires outside or not threatening the permit area. Reasonable effort will be made to minimize interruption of the permittee's operation.

D. Additional Assistance. The permittee may be required to provide lookouts, patrol persons, smoke chasers, equipment, or other direct assistance to supplement the overall reservation fire control effort in accordance with the terms of the permit or by cooperative agreement with the Superintendent.

E. Fire Suppression Costs. Determination of responsibilities for fire suppression costs depends on identification of fire cause and origin. Liability for permittee suppression costs will be established as soon as practicable.

F. Fire Category. Each fire must be categorized as a Permittee Neglect Fire, Permittee Operations Fire, or a Non-Permittee Fire. Where the cause is obscure and requires investigation, the matter will be referred promptly to the Area Director. The permittee shall be given written notice of fire category.

5.8 Road Construction and Maintenance. Standards for forest road construction, maintenance, and associated improvements constructed or utilized shall be determined by the Superintendent.

5.9 General Administrative Actions.

A. Disputes and Appeals. Refer to the applicable permit provisions and 25 CFR Part 2.

B. Damages. Damages for which the permittee is to be held responsible shall be documented, and written notice shall be provided to the permittee. This record will include detail of the damage, any monetary value assigned, the method used in the calculation, and the action required by the permittee. Refer to 53 BIAM, Supplement 3, 5.9B.

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OTHER TIMBER HARVEST  
Permit Administration

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C. Suspension of Operations. Action to suspend occurs after administrative processes, including warnings, have been unsuccessful. Immediate suspension should occur where conditions require prompt mitigation of damages; e.g., when the required payments or deposits have not been received.

(1) Verbal or written notice, given by a forest officer, due to conditions present, and/or emergency conditions, shall be followed by a written notice of suspension by the Superintendent. The notice will set forth in writing the reasons for the suspension and the conditions the permittee must meet before operations may be resumed. Authorization for the permittee to resume operations shall be in writing from the Superintendent.

(2) The Superintendent may request assistance from the Area Forester in determining cause or need for suspension. The Area Director may direct the Superintendent to suspend a specific operation. Whenever suspension results by direction of the Area Director, resumption of operations must be authorized by the Area Director.

D. Relief from Cutting Requirements. Refer to Supplement 4, 5.9E.

E. Modification of Permit. Area Directors may issue guidelines for permit modification. The permit modification document should contain the following:

(1) The permit name and number, previous modifications of permit if any, the name of the approving officer, the date approved, and the name of the permittee.

(2) The origin of the proposed modification.

(3) The purpose of the modification.

(4) The terms of the modification.

(5) A statement of continuing effect of the permit.

(6) The effective date of the modification.

Note: Execution by the parties to the modification and the approval should be identical to that of the permit.

F. Extension of Time. The Approving Officer has several options available when considering granting an extension of time for permit performance:

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OTHER TIMBER HARVEST  
Permit Administration

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(1) Letter or Memorandum. If an extension is needed to allow more time to complete permit performance, the Approving Officer may grant an extension by a brief letter to the permittee with a copy to the permit file. This is often the preferred method.

(2) Modification of Permit. If the Approving Officer determines that a formalized procedure should be followed, see 53 BIAM Supplement 4, 5.9E.

(3) Cancellation and Re-issuance. In some cases it may be decided to cancel the permit and issue a new one. However, caution should be taken to avoid possible conflict with recordkeeping or policy (e.g., CFR permit limitations) etc.

G. Assignment of Interest. Not Applicable.

H. Review of Stumpage Rates. Not Applicable.

I. Revocation of the Permit. Area Directors should establish guidelines regarding revocations and declarations of breach of permits.

J. Consultations. Procedures will be developed by the Area Director.

K. Indian Labor. Indian preference employment policy and guidelines should be incorporated into the Periodic Timber Use Policy Statement. The Superintendent will provide for routine inquiry and recording of information about Indian employment to maintain compliance on the part of the permittee. Specific reports may be made in support of positive actions taken to accrue employment and business opportunities to Indians. Guides are Public Law 88-352, Title VII, Section 703 (i), and tribal actions.

L. Rights-of-Way. Refer to 25 CFR and 53 BIAM Supplement 3, 5.9L for guidance.

M. Financial Statements. Financial statements may be required of permittees. Specific information required and format will be determined by the Approving Officer.

N. Closure of Permit.

(1) Free-Use and Paid Permits.

(a) Area Directors shall establish procedures for closing permits. Minimum requirements include procedures for the Approving Officer to certify that all permit obligations have been satisfactorily completed.

(b) Notice to the permittee should include information concerning disposition of any unobligated advance deposit, other deposits, bonds, etc.



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OTHER TIMBER HARVEST  
Permit Administration

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(2) Special Allotment Timber Cutting Permits.

(a) Form BIA-5319, Statement of Completion of Timber Contract (Illustration 6), will be used in closing SATCP's. The words "Special Allotment Timber Cutting Permit" will be entered below the form heading. Form BIA-5319 will be completed in a manner similar to that prescribed for contract sales. Distribution will be the same as that for the permit document. The Superintendent's statement should be modified to read:

"I hereby certify that the foregoing is a true account of the permit."

(b) Area Directors shall establish procedures to be followed in closing SATCP's.

(c) Notice to the permittee should also include information concerning disposition of any unobligated advance deposits, other deposits, etc.

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OTHER TIMBER HARVEST  
Permit Records

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6. PERMIT RECORDS

- 6.1 General. (Use Timber Sale Records Handbook - 53 IAM, Supplement 1 as general guide.)
- 6.2 Scale Records. (Use Timber Sale Records Handbook - 53 IAM, Supplement 1 as general guide.)
- 6.3 Reporting Records. (Use Timber Sale Records Handbook - 53 IAM, Supplement 1 as general guide.)
- 6.4 Permit Accounts. (Use Timber Sale Records Handbook - 53 IAM, Supplement 1 as general guide.)
- 6.5 Closing Permits and Accounts (Use Timber Sale Records Handbook - 53 IAM, Supplement 1 as general guide.)
- 6.6 Deductions for Forest Management Purposes. (Refer to 25 CFR Part 163.18 and Part 163.19, and 53 BIAM Supplement 3, 6.6.)

SAMPLE

53 BIAM Supplement 4  
Illustration 1a  
Page 1 of 6

TIMBER USE POLICY STATEMENT, FY 1983

POLICY AND SCOPE

The harvest of forest products provides benefits to the timber owners and their forest lands. Where values are relatively small and the use of a contract sale is not required, timber harvest will be accomplished through timber cutting permit or free-use without a permit.

AUTHORITY

25 CFR Part 163.19 and 25 CFR Part 163.20, 53 BIAM 4.

I. GENERAL

1. The stumpage value which may be cut in one year by an individual on free-use permit shall not exceed \$2,500.00. Paid permits for RESALE shall not exceed \$5,000.00.
2. No RESALE permits shall be issued for timber on active logging units.
3. Resale permits shall be issued on pre-numbered Form BIA-5331, Revised May 1975, "Timber Cutting Permit." Free-use permits shall not require a BIA permit as per 25 CFR Part 163.20; however, a computerized tribal certificate will be required, and used to provide statistical accountability.
4. The permittee must be an enrolled member of the Colville Tribe, be at least 28 years of age, cut and, if applicable, pay for the timber himself/herself. The permit or certificate is non transferable.
5. If the timber is to be harvested by other than a tribal member, the permittee shall be present during all cutting and hauling operations and have the permit or certificate in his/her possession. If the permittee is disabled, exception to this paragraph may be granted by the Lands and Forestry Committee.
6. Any free-use cutting done on active timber sales will be limited to areas where falling, skidding and decking have been completed to prevent disputes between contractors and permittees. Any slash piles disrupted in the course of cutting will be repiled by the permittee.

7. The Colville Tribal Forest Protection Ordinance, Resolution #1981-688, shall also apply to this Policy Statement.
8. Violations or misuse will result in immediate revocation of that permit or certificate. If the violation is processed under the Forest Protection Ordinance, no other permit or certificate will be issued for the remainder of the fiscal year.
9. Sawlog (11½" Diameter Breast Height (DBH) and over) prices will be determined by weighing together the species prices from active timber sales into the average quarterly price for each species.

## II. RESALE PERMITS

1. Resale permits shall be specific as to maximum volume and location of harvest (specific to at least a quarter section). A map shall accompany each permit, designating the area of the permit. The area shall be designated on the ground by ribbon flagging, paint, and/or other types of boundary markers.
2. Values of forest products shall be determined in accordance with Table 1.
3. Bonds may be required on resale permits and shall be determined at the time the permit is issued.
4. Stumpage payment will be paid in advance of cutting and held in a special deposit account until the product is scaled or the permit expires.
5. Hauling of products harvest on a paid permit shall be restricted to Monday through Friday, 7:00 a.m. to 5:00 p.m. Each load shall be identified by a numbered, accountable load ticket, issued with each permit. All receipts and unused tickets must be returned before the bond is released. Make and/or license number of vehicle used for hauling will be entered on all permits. Method and location of scaling shall be specified by the Forest Manager on the permit.
6. Tribal Lands and Forestry Committee and Superintendent approval shall be required on all paid permits.
7. To insure compliance with the provisions of the permit, a post-harvest inspection of the site shall be conducted by a Forest Officer, prior to release of the bond.
8. Permits may be issued for the commercial cutting of Christmas trees.

9. Commercial resale permits may be issued to a non-tribal entity when it is necessary to prevent loss of value resulting from fire, insects, disease, windrow, or other natural or man-caused events, provided Indian-owned operators/companies decline or are unable to harvest these materials in a timely manner.
10. Permittee must qualify as a bonafide Indian Timber Operator in accordance with tribal requirements.

III. FREE-USE CERTIFICATES

1. Free-Use Certificates, subject to the limitations stated in Section I, and any others, will be issued for forest products for the permittee's personal use. These products may not be traded, sold, or exchanged for other goods or service.
2. Values of forest products shall be determined in accordance with Table 1 (see following page).
3. For their own personal use, tribal members may cut one Christmas tree per household.
4. The Branch of Forestry will issue Free-Use Certificates.

See Next Page For Table Of Forest Product Values

Table I

FOREST PRODUCT VALUES

Minor Forest Products <sup>1/</sup>

- 1. Posts, Round (Green lodgepole and all dead species except cedar) . . . . . \$.10/Piece
- 2. Posts, split (Western larch) . . . . . \$.50/Piece
- 3. Corral Poles (Green lodgepole and all dead species except cedar) . . . . . \$.10/Piece
- 4. Hop Poles (Green lodgepole and all dead species except cedar) . . . . . \$.10/Linear Foot
- 5. Tree Props (Green or dead lodgepole). . . . . \$.05/Piece

Houselogs <sup>1/</sup>

- 1. Houselogs, Green lodgepole, less than 12" top Diameter Inside Bark (DIB). . . . . Reservation Average
- 2. Houselogs, other species and/or other DIB. . . . . To be determined

Salvage (Standing Dead; or Green Blowdown) <sup>1/</sup>

- 1. Sawlogs (all species, salvage). . . . . 1/3 of green

<sup>1/</sup>Application for personal use of cedar products must be authorized by the Lands and Forestry Committee of the Colville Business Council.

Fuelwood

1. All species except cedar . . . . . \$10/Cord

Shake Bolts 1/

1. Western Larch . . . . . \$10/Cord

Xmas Trees 1/

1. All species except Ponderosa Pine and Cedar. . . . .  
To be determined at time of issue

PREPARED BY /s/ Michael Whitelaw \_\_\_\_\_  
Superintendent

APPROVED BY /s/ Al Aubertin \_\_\_\_\_  
Chairman, Colville Business Council, via  
Resolution Number 1983-13

CONCURRED BY /s/ Wilford G. Bowker \_\_\_\_\_  
Area Director, Bureau of Indian Affairs

R E S O L U T I O N

PAID AND FREE-USE PERMITS

WHEREAS, the Bureau of Indian Affairs Manual, 53 BIAM 4, provides for the Superintendent to prepare an annual "Timber Use Policy Statement" for tribal approval and Area Director concurrence, and

WHEREAS, it is the wish of the tribal governing body of the Confederated Tribes of the Colville Reservation to adopt the provisions set forth in the Fiscal Year (FY) "1983 Timber Use Policy Statement" as prepared by the Superintendent, subject to the stipulation that permits should not authorize the cutting of high value timber for low value products as this could seriously affect the commercial timber sale program and reduce revenue to the tribe.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that we, the Colville Business Council, meeting in SPECIAL Session, this 3rd day of JANUARY 1983, acting for and in behalf of the Confederated Tribes of the Colville Reservation do hereby approve the FY 1983 "Timber Policy Statement", and do hereby authorize the Superintendent to issue permits/certificates for forest products in accordance with the provisions set forth therein.

The foregoing was duly enacted by the Colville Business Council by a vote of 11 FOR 0 AGAINST, under authority contained in Article V, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, ratified by the Colville Indians on February 6, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938.

ATTEST:

s/ Shirley Palmer  
for Al Aubertin, Chairman  
Colville Business Council

CC:HMoses, Jr.  
EPalmanteer, Jr.  
CHolm  
TPicard

Disclaimer: For Annual Timber Use Policy Statement.

The above is an example of an Annual Timber Use Policy Statement. It may not meet the specific needs of all Areas or Agencies in which case appropriate modifications should be made. However, such modifications should be in conformance with 53 BIAM Supplement 4, 1.3A.

Supp. 4, Release 1, 7/2/87



SAMPLE

POLICY AND PROCEDURAL STATEMENT

FOREST PRODUCT PERMITS

FY 1984

ZUNI RESERVATION

APPROVED:

/s/ Jerry J. Cordova  
Field Representative  
Pueblo of Zuni Agency

12/07/83  
Date

/s/ Chauncey Simplicio  
Governor, Pueblo of Zuni

12/05/83  
Date

/s/ Paul DeClay, Jr.  
Agency Forester

12/06/83  
Date

CONCURRED:

/s/ Vincent Little  
Area Director  
Albuquerque Area Office

12/13/83  
Date

ZUNI TRIBAL COUNCIL

ZUNI, NEW MEXICO

RESOLUTION NO. M70-83-S066

POLICY - TIMBER PERMITS FY 1984

WHEREAS, the Zuni Tribal Council, consisting of the Governor, Lieutenant Governor, and six Tenientes, is declared to be the legislative authority of the Pueblo of Zuni by Article V, Section 1 of the Constitution of the Zuni Tribe; and,

WHEREAS, to protect and maintain the timber resource on the Zuni Reservation for the benefit of all the Zuni people; and,

WHEREAS, 53 BIAM 4.3B requires the preparation of annual or other periodic timber use policy statements; and,

WHEREAS, this statement will specify minimum stumpage rates, species, type of forest products to be harvested and provide information to be used as guidelines in issuing timber cutting permits.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Council of the Pueblo of Zuni adopts the following policy statement for Fiscal Year 1984 (October 1, 1983 to September 30, 1984):

- A. The stumpage value which may be cut in one fiscal year by any individual tribal member under free-use permits shall not exceed \$2,500.00 [25 CFR Part 163.19(d)].
- B. Timber cutting shall conform to the principles of conservation as outlined in 25 CFR Part 163.4. Thrifty Ponderosa pine will be reserved when (1) damaged and/or otherwise undesirable trees are available, and (2) when other species can be utilized; provided that in both cases, they serve the purpose.
- C. The Field Representative or his/her designated representative, the Agency Forester or his/her representative, will issue and enforce free-use and paid permits under the conditions listed herein. Paid permits require payments in advance. All permits will be issued under regulations provided in 25 CFR Part 163 and appropriate sections of 53 BIAM.

- D. Permits for tribal, local school, and local nonprofit organization projects will be issued without cost.
- E. Forest products harvested under a timber cutting permit are to be inspected and marked by a forest officer.
- F. Forest products must be harvested within areas designated and approved by the Agency Forester or his/her representative.
- G. Unused balance on paid permits will not be refunded or the permit extended. A new permit will be issued to obtain desired products.
- H. No cutting of Douglas-fir trees will be allowed. These species are reserved for religious ceremonies by the tribe.
- I. Firewood hauling off the reservation by non-Zunis without a bill of sale is prohibited.
- J. Possession of Timber Cutting Permit (Form BIA-5331) is mandatory before processing any forest products except firewood as stated in Section VI of this policy statement. Noncompliance with Timber Policy by Zuni tribal members will immediately revoke cutting privileges and cut products may be seized and sold by the tribe for damages incurred. Violations by nontribal members are to be pursued by the Bureau of Indian Affairs as provided by Code of Federal Regulations, Title 25 - Indians, CFR Part 163 - General Forest Regulations, Section 163.22 Trespass, and under (a)(4) Section 1 of the Act of June 25, 1948 (62 Stat. 787 [18 U.S.C. 1853] provides penalties for the unlawful cutting of timber on Government lands and on Indian lands under Government supervision, and (b) forbids such timber removal from the Indian lands or if removed to be held upon advice of the Office of the Solicitor of the Department of the Interior.

## II. FREE-USE PERMITS TO TRIBAL MEMBERS

Permits will be required and will be issued without cost to any enrolled adult tribal member for the following purposes:

- A. Forest products to be used for construction, maintenance and repairs of houses and/or improvements within the reservation boundary. No more than 200 fence posts per fiscal year will be authorized to any individual under this section without the Tribal Council approval.
- B. Firewood products hauled off the reservation by tribal members for personal use at their residences in nearby communities. No more than 10 cords per year will be authorized to any individual under this section without the Tribal Council approval.
- C. Christmas trees for personal use off the reservation and a limit of one tree per household.

III. PERMITS TO NON-ZUNI RESIDENTS

Permits will be required and issued to any non-Zuni residing on the Zuni Reservation for the following purposes and stipulations:

- A. Firewood for personal use at place of residence at a cost of \$20/cord or \$100/year with a limit of eight (8) cords per household per year.
- B. Christmas tree for personal use at residence without cost and only one tree per household.

IV. FREE-USE FOREST PRODUCTS

<u>PRODUCT</u>	<u>SPECIES</u>	<u>RATE</u>
Christmas Tree	Pinyon	\$ 1.50/tree
Fence Post/Stays	Juniper, Oak, Pinyon	0.25/post
Firewood	All (dead only)	6.00/cord
Poles (Vigas)	Ponderosa Pine	1.00/pole
Sawtimber	Ponderosa Pine	50.00/MBF

\* Rates are only for Annual Forestry Reports.

V. PAID PERMITS

The following stumpage rates shall apply to all forest products harvested for re sale or exchange for goods or services. Paid permit cutting or harvesting by non-Zunis, non residents must be authorized by the Tribal Council.

Products	Species	Zunis	ZCE	Non-Zunis	
				Non-Residents	
Christmas Trees	Pinyon	\$2.00/tree	\$4.00/tree	\$6 tree up/5'	5' + \$1.25/ft
Fence Post	Juniper, Oak	0.25/post	0.50/post	\$0.75/post	
Fuelwood	Pinyon, Juniper, Oak (dead only)	6.00/cord	10.00/cord	50.00/cord	
Pinyon Nut	Pinyon	*	*	*	
Transplants	Pinyon, Deciduous Trees	N/A	N/A	3-5'	\$3.00
				5-7'	\$5.00
				7'+	\$8.00

\*Rate will be appraised to current and local market conditions.

Forest products harvested on all paid permits will be brought to the Zuni Greenhouse for scaling prior to resale or removal from the reservation. Product scaling will be done Monday through Friday, except holidays, between the hours 10:00 a.m. to 4:30 p.m. Weekend hauling, under this section, will not be permitted.

VI. FREE-USE CUTTING WITHOUT PERMITS

All Zunis residing on the reservation shall be allowed free-use without permits for fuelwood, Christmas trees, and Pinyon nut crop for personal use within the reservation.

ZUNI TRIBAL COUNCIL:

/s/ Sefferino Eriacho, Sr.  
 Sefferino Eriacho, Sr., Lt. Governor

Absent  
 Rita E. Lorenzo, Teniente

/s/ Roger Tsabetsaye  
 Roger Tsabetsaye, Head Teniente

/s/ Lowell Panteah  
 Lowell Panteah, Teniente

/s/ Harry Chimoni  
 Harry Chimoni, Teniente

/s/ Charles Hustito  
 Charles Hustito, Teniente

(Vacant)  
 Teniente

C E R T I F I C A T I O N

I hereby certify that the foregoing resolution was duly considered by the Zuni Tribal Council at a duly called meeting at Zuni, New Mexico, at which a quorum was present and that the same was approved by a vote of 6 in favor and 0 opposed on the 15th day of Dec..

/s/ Chauncey Smplicio  
Chauncey Smplicio, Governor  
Pueblo of Zuni

APPROVED BY:

/s/ Chauncey Smplicio, Governor      12/5/83  
Chauncey Smplicio, Governor      Date

Disclaimer: for Annual Timber Use Policy Statement.

The above is an example of an Annual Timber Use Policy Statement. It may not meet specific needs of all Areas or Agencies in which case appropriate modifications should be made. However, such modification should be in conformance with 53 BIAM Supplement 4, 2.2.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

POWER OF ATTORNEY FOR SALE OF ALLOTMENT TIMBER

INDIAN RESERVATION

(state)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ the undersigned, hereby requests,  
(I/we)

authorize and empower the Superintendent of the \_\_\_\_\_ Indian Agency to

enter into contract for the sale of the timber upon the following-described

lands:

(Description of lands)

\_\_\_\_\_ the same being the allotment of

\_\_\_\_\_ allottee No. \_\_\_\_\_,

(Name of reservation)

and authorize him/her to perform every act necessary and requisite to the

consummation of such sale with the same validity as if \_\_\_\_\_ were personally  
(I/we)

present. Provided that no such contract shall be made hereunder at stumpage

rates per thousand feet board measure of less than the following: \_\_\_\_\_

(Specify rates for different species)

and \_\_\_\_\_ do also hereby agree to grant any contractor holding any contract  
(I/we)

hereunder and in conformity herewith, reasonable right-of-way over the

above-described lands, or any other lands in which \_\_\_\_\_ hold any interest,  
(I/we)

provided \_\_\_\_\_ shall receive reasonable compensation for any damage done or  
(I/we)

incurred through such right-of-way. The Assistant Secretary-Indian Affairs or

his/her representative shall definitely determine what shall be considered

reasonable damages.

\_\_\_\_\_ furthermore agree that the proceeds arising from the sale of this  
(I/we)

timber may be disposed of in accordance with the regulations of the Department

of the Interior, including those providing for the payment of the cost of

administration.

Place \_\_\_\_\_, \_\_\_\_\_  
(state)

Date \_\_\_\_\_,

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

TIMBER CUTTING PERMIT

Indian \_\_\_\_\_  
Non-Indian \_\_\_\_\_

Allotted \_\_\_\_\_  
Tribal \_\_\_\_\_  
Permit No. \_\_\_\_\_

\_\_\_\_\_ Indian Reservation, \_\_\_\_\_ 19 \_\_\_\_\_

Permission is hereby granted to \_\_\_\_\_  
whose address is \_\_\_\_\_  
to cut and remove in accordance with the provisions on the reverse side of this permit, on or before  
\_\_\_\_\_, 19 \_\_\_\_\_, from the following lands on which authority to grant  
timber permits has been obtained:

\_\_\_\_\_ tribal land or allotment of \_\_\_\_\_  
allotment number \_\_\_\_\_, timber of kind, quantity, and price as follows:

Advance stumpage payments to the Superintendent for the timber cut will be made as follows:

I accept this permit and agree to comply with the foregoing conditions and with the provisions  
on the reverse side of this permit.

SIGNED: \_\_\_\_\_  
(Permittee)

WITNESSES:

\_\_\_\_\_  
(Name)

AUTHORIZED: \_\_\_\_\_  
(Allottee)

\_\_\_\_\_  
(Address)

APPROVED: \_\_\_\_\_  
(Approving Officer)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(OVER) \_\_\_\_\_  
(Title)

This permit is issued under the following provisions:

1. "Approving Officer" means the officer approving the permit or his authorized representative.
2. "Superintendent" means the Superintendent or other officer in charge of the Indian Agency having jurisdiction over the permit area, or his authorized representative.
3. "Officer in Charge" means the forest officer of highest rank assigned to the supervision of forestry work at the Indian Agency having jurisdiction over the permit area, or his authorized representative.
4. "Permittee" means the Permittee, his employees, or his subcontractors.
5. Only such timber as designated by the Approving Officer or the Officer in Charge may be cut.
6. Young growth will be protected as far as possible.
7. Stumps will be cut low as practical so as to avoid waste. The mean height of any stump shall not exceed one-half its diameter, except that where this height is considered to be impracticable, higher stumps may be authorized by the Officer in Charge.
8. Waste in high stumps, butts, tops, breaks, and partially sound logs, and all trees which are left felled or lodged or badly damaged by the Permittee's operations will be scaled for their merchantable contents and charged against the Permittee.
9. Carelessness on part of fellers or other employees of the Permittee that results in unnecessary breaking of trees will be penalized by scaling such trees full as if they had not been broken.
10. For convenience in scaling, logs or other products shall be decked, stacked, or otherwise held at scaling points designated by the Officer in Charge and will not be moved therefrom until they have been scaled, stamped, numbered or otherwise released by the Officer in Charge. Products that are moved contrary to the instructions of the Officer in Charge shall be paid for by the Permittee at double the permit stumpage rates.
11. If required by the Officer in Charge, the slash resulting from the cutting operations, including limbs, tops, damaged young growth and other material will be piled compactly and away from reserve trees on the whole area.
12. Burning of the piled slash by the Permittee will be done at such times and in such manner as may be required by the Officer in Charge. Whenever fire runs through slash, except in compliance with instructions of the Officer in Charge, the Permittee may be required to lop and scatter or repile and reburn the slash.
13. During the wildfire season the Permittee shall have a cache of firefighting equipment of the kind and quantity as determined by the Officer in Charge in the area of his operation.
14. It is agreed that during the permit period the Permittee shall take immediate and independent fire suppression action on all fires on or threatening the area covered by this permit. It is further agreed that the Permittee will assist the Bureau of Indian Affairs in suppressing other fires when called upon.
15. It is understood and agreed that the Permittee shall be liable for all suppression costs of fires caused by negligence on the part of the Permittee. It is further understood and agreed that for fires caused by operations or activities of the Permittee, but not through neglect, the Permittee shall pay one-half of the total suppression cost provided that the Permittee's obligation shall be limited to the total value of the permit.
16. The Permittee will be paid for fighting fires, other than those caused by the Permittee's neglect or operations, at rates as determined by the Superintendent.
17. The Permittee shall be liable for all damages from fires caused by his neglect or operations to timber or any other property of the Indians or the Government in an amount to be determined by the Superintendent.
18. If timber on the permit area is damaged or destroyed by fire, the cause of which was no fault of the Permittee, the Permittee may be authorized by the Approving Officer to utilize products from adjacent areas to fulfill the value terms of this permit.
19. A bond may or may not be required as determined by the Approving Officer.
20. The Permittee will comply with all other laws and regulations governing the reservation within which the permit area is located.

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NOTE: This form is to be used for all Indian lands, allotted and tribal and is to be executed in triplicate. In case of allotted lands, the allottee or his heirs shall authorize the permit unless a valid power of attorney has been executed. In case of tribal lands, authorization for cutting may be obtained by a Council resolution approving the annual policy statement governing the issuance of permits.

SPECIAL ALLOTMENT TIMBER CUTTING PERMIT

Permit No. \_\_\_\_\_

ALLOTMENT NO.	DESCRIPTION	RESERVATION
---------------	-------------	-------------

1. **AUTHORITY.** This permit is issued under the authority of Section 8 of the Act of June 25, 1910 (25 U.S.C. 406) as amended by the Act of April 30, 1964, and the regulations contained in 25 CFR 141.

2. **TIMBER TO BE CUT.** Permission is hereby granted to \_\_\_\_\_ hereinafter called the Permittee, to cut and sell the timber shown below which has been designated for cutting by the Bureau of Indian Affairs on this allotment.

SPECIES AND PRODUCT	ESTIMATED VOLUME	UNIT	APPRAISED STUMPAGE RATE	TOTAL STUMPAGE VALUE

The volumes shown above are estimates only and are not guaranteed. The cutting authority of this permit covers the trees that have been designated regardless of whether the actual volume is more or less than the above estimates. This permit shall not be construed to require the Permittee to cut all of the designated timber.

3. **DESIGNATION OF TIMBER FOR CUTTING.** The timber which may be cut under this authority includes \_\_\_\_\_

4. **PERMIT DATES.** Unless this permit is extended by the Approving Officer the authority for the Permittee to cut and remove timber under this permit shall end on or before \_\_\_\_\_, 19\_\_\_\_, and the Permittee shall complete all other obligations on or before \_\_\_\_\_, 19\_\_\_\_. The permit expiration date is the date the Permittee is relieved of liability under the permit by the Approving Officer.

5. **ADMINISTRATIVE FEES.** The Permittee agrees to pay to the Superintendent of the \_\_\_\_\_ Indian Agency, hereinafter called the Superintendent, the sum of \$ \_\_\_\_\_ representing \_\_\_\_\_ percent of the total estimated stumpage value of the timber authorized for cutting, as shown in Section 2, to cover all or part of the administrative expenses incurred by the Bureau of Indian Affairs, pursuant to 25 CFR 141.18. Payments shall be made "in full prior to the approval of this permit" "in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each on \_\_\_\_\_, provided, however, that payment in full shall be made prior to the completion of cutting under this permit." Payments other than in cash shall be drawn payable to the Bureau of Indian Affairs.

6. **SPECIAL DEPOSIT.** The Permittee agrees, in accordance with the provisions of 25 CFR 141.19(c), that the deposit in the amount of \$ \_\_\_\_\_ furnished to the Superintendent prior to the approval of this permit may be used by the Approving Officer, in his discretion, for planting or other work to offset damage to the land or timber caused by the Permittee's failure to comply with the provisions of this permit. The deposit shall be returned to the Permittee upon satisfactory completion of the permit.

7. **CONDITIONS OF PERMIT.** The Permittee agrees to conduct all operations under this permit in accordance with the provisions stated herein, including those in Sections 11 through 20. Failure of the Permittee to comply with the provisions of this permit shall be sufficient cause for the Approving Officer to revoke this permit and to refuse approval of additional permits.

\* Delete one payment option.

8. SLASH AND SNAG DISPOSAL.

9. SPECIAL PROVISIONS

10. EFFECTIVE DATE. This permit shall become effective on the date of approval by the Approving Officer.

11. DEFINITIONS. As used in this permit:

11.1 "Approving Officer" means the officer approving this permit, or his authorized representative.

11.2 "Superintendent" means the Superintendent or other officer in charge of the Indian Agency having jurisdiction over the permit area, or his authorized representative.

11.3 "Officer in Charge" means the forest officer of highest rank assigned to the supervision of forestry work at the Indian Agency having jurisdiction over the permit area.

11.4 "Bureau" means the Bureau of Indian Affairs, or the Commissioner, or any person or persons or board duly authorized to act for the Bureau of Indian Affairs or the Commissioner.

11.5 "Permittee" means the person awarded this permit.

12. PROHIBITION AGAINST ASSIGNMENT. The Permittee may hire other persons to assist him in operations under this permit or may contract with other parties for the performance of operations. However, the authority granted by this permit cannot be assigned to another party and the Permittee shall remain responsible for compliance with the provisions of this permit and shall be liable for any damages arising from failure to comply with the provisions.

13. APEALS. The Permittee may appeal in writing any action taken in connection with this permit. Appeals from actions by the Superintendent or a forest officer shall be directed through the Superintendent to the Area Director. Decisions by the Area Director may be appealed through the Area Director to the Commissioner of Indian Affairs. Decisions by the Commissioner may be appealed through the Commissioner to the Secretary of the Interior in accordance with the rules and regulations as may from time to time be prescribed. Appeals shall be made within 30 days of the action or decision being appealed, unless the Permittee furnishes reasons satisfactory to the officer receiving the appeal for granting a longer period of time, in which case the officer may extend the period for such length of time as he deems reasonable.

14. UTILIZATION. The Permittee is expected to utilize timber cut under this authority as completely as practicable.

#### 15. LOGGING REQUIREMENTS.

15.1 Logging Methods. The Permittee's logging methods shall avoid unnecessary damage to reserved trees, young growth, lands, other property and other values of the Indians or Government. The operation of all logging equipment shall be subject to such reasonable restrictions as the Officer in Charge may prescribe.

15.2 Protection of Streams. Logging practices and road construction shall be conducted in a manner that will minimize damage to the course and sides of all streams whenever encountered in such activities. Streams as here referred to include both flowing and intermittent water courses. Written approval of the Officer in Charge is required for the hauling, skidding or yarding through any stream.

15.3 Soil Erosion. Logging practices and road construction shall be conducted in a manner that will minimize soil erosion and damage. Soil and water conditions in naturally moist meadows shall be protected. Where soil is particularly susceptible to erosion, the Permittee may be required to take reasonable and practical measures to retain road surfaces and to prevent the gulying of roads and skid trails. The Officer in Charge may suspend operations in whole or in part for such periods as he may deem necessary to avoid excessive damage when ground conditions are unfavorable.

#### 16. SLASH AND CULL TREES.

16.1 Slash Disposal. Slash, including limbs, tops, damaged young growth and all other material resulting from Permittee's operations, shall be disposed of by the Permittee as provided in Section 8 of this permit. When slash burning is required, the Permittee will lop and pile all slash compactly. Piles shall be placed a sufficient distance from reserved trees and reproduction to prevent unnecessary damage in burning. The Permittee shall burn slash in such a manner and at such times as the Officer in Charge may direct. The Permittee shall make every effort to control and suppress all fires which may spread from his slash burning operations and shall be liable for any damages to timber or other property of other Indians or the Government resulting from the Permittee's carelessness or negligence in the execution of instructions from the Officer in Charge.

16.2 Cull Tree Felling. When required in Section 8 of this permit, the Permittee shall fell all unmerchantable dead and designated live cull trees, within the area cut over, which are 14 inches or more in diameter at breast height and 16 feet or more in total height. Cull tree felling shall be completed as soon as practicable after yarding and skidding and before the slash is burned, if burning is required.

#### 17. TRANSPORTATION FACILITIES.

17.1 Rights-of-Way. The Permittee shall be responsible for obtaining any necessary rights-of-way across lands not owned solely by the Permittee. Rights-of-way across Indian lands will be subject to applicable regulations.

17.2 Road Construction. The location and design of all roads to be constructed by the Permittee shall minimize damage to land, improvements, and the environment. The Bureau may, before construction begins, require approval of location and design by inspection or through the submission of plans and specifications for the location and design of roads and appurtenant structures.

17.3 Road Maintenance. All roads and trails which are designated by the Officer in Charge as being necessary for the administration and protection of Indian lands shall at all times be kept free of obstructions resulting from the Permittee's operations. Bureau roads are open to public use but may be closed for reason of public safety, fire prevention or suppression, fish and game protection or to prevent damage to unstable roadbeds. During any period in which the Permittee uses Bureau roads he shall maintain such roads, in proportion to his share of use, as determined by agreement between the Permittee and the Superintendent. In the event of disagreement, the determination shall be made by the Approving Officer.

#### 18. FIRE PREVENTION AND SUPPRESSION.

18.1 Fire Precautions. The Permittee shall furnish and maintain in good and serviceable condition such fire fighting tools and equipment, provide such fire protection personnel and take such fire prevention measures as may be required by the Superintendent to meet the fire protection requirements of the permit and the existing fire danger. The requirements shall not be less than are required under the laws of the State in which the permit area is located.

18.2 Fire Suppression. The Permittee shall take immediate and independent initial fire suppression action on all fires on the area covered by this permit and shall use all necessary manpower and equipment at his disposal, including the employees and equipment of his subcontractors engaged on or near the permit area in construction or in logging or removing timber. When called upon by the Superintendent, the Permittee shall make available any or all of his manpower and equipment, including that of his subcontractors, for hire by the Bureau and to work under the direction of any authorized employee of the Bureau in the suppression of any fire on or threatening Indian lands.

#### 18.3 Fire Suppression Costs.

18.31 Permittee Fires. The origin or spread of all fires on the sale area or operating vicinity for which the Permittee, including his employees, his subcontractors or their employees, are responsible by act or neglect are hereinafter called Permittee fires.

18.311 Permittee-Neglect Fires. All suppression costs including those incurred by the Bureau, of suppressing any such Permittee fire negligently caused shall be borne by the Permittee.

18.312 Permittee-Operations Fires. For Permittee fires caused by operations or activities of the Permittee, but not through neglect, the Permittee shall pay one half of the total suppression costs, provided that the Permittee's obligations shall be limited in any permit year, in which the respective fire occurs, to a maximum of two percent of the estimated value of the total volume of timber authorized to be cut under the permit.

18.32 Non-Permittee Fires. Fires on or outside the sale area for which the Permittee or his employees, his subcontractors or their employees, are in no way responsible by act or neglect are hereinafter called non-Permittee fires. The Permittee's cost of suppressing such fires shall be reimbursed at rates authorized by the Bureau.

#### 19. IMPROVEMENTS.

19.1 Existing Improvements. The Permittee may be given permission to use existing improvements which are already on lands covered by the permit and which are necessary for his logging operations under the permit, subject to applicable regulations and such conditions as the Superintendent may impose. All telephone lines, fences, roads, trails and other improvements shall be protected as far as possible in all phases of the Permittee's operations and, whenever they are damaged, the Permittee may be required to repair them promptly to as good a condition as before the damage.

19.2 Damage to Land and Other Property. Damage to land or other property of the Indians or the Government which cannot be repaired shall be paid for by the Permittee in an amount to be determined by the Bureau. In determining the amount of such damages, the Bureau shall consider the value of any permanent improvements made by the Permittee. The Permittee shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration or damage during its operation. If any monuments, corners or accessories are destroyed, obliterated or damaged by such operations, the Permittee shall hire a licensed surveyor to reestablish or restore the same, using survey procedure in accordance with the Manual of Instructions for the survey of the public lands of the United States, and shall record such survey in appropriate county records.

20. REFUSE CONTROL AND SANITATION. Landings and areas where equipment has been operated or repaired shall be cleaned up immediately following use. Improvements constructed or used by the Permittee on lands belonging to the Indians or the Government and the grounds adjacent thereto shall be maintained in a clean and sanitary condition and thoroughly cleaned upon abandonment or removal of improvements. All equipment, rubbish, garbage, litter, temporary buildings, and other refuse resulting from the Permittee's operations and occupancy shall be removed and disposed of properly. Permittee shall not service tractors, trucks or other equipment on Indian lands where pollution to lakes, streams or estuaries is likely to occur. Barren areas such as created by landings, and camp and maintenance sites shall be provided with vegetative cover if specified in the permit.

SIGNED: \_\_\_\_\_  
Permittee  
Date: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SAMPLE

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

AGREEMENT AND POWER OF ATTORNEY

Depositing Cash as Performance Bond

Timber Contract \_\_\_\_\_, \_\_\_\_\_ Logging Unit

KNOW ALL MEN BY THESE PRESENTS, That (I) (the) \_\_\_\_\_,  
herein referred to as the Purchaser, and having an office and principal place  
of business at \_\_\_\_\_, \_\_\_\_\_, herewith  
deposit with the Superintendent of the \_\_\_\_\_ Agency the  
sum of \_\_\_\_\_

to be held as a cash penal bond to guarantee full performance under the terms  
of the Timber Contract on the \_\_\_\_\_ Logging  
Unit approved by the \_\_\_\_\_ on \_\_\_\_\_.

The Purchaser hereby constitutes and appoints the Area Director, and his/her  
successors in office, as his/her Attorney in Fact, and agrees that in case of  
any default in the performance of any of the conditions of stipulations of the  
contract, the said Attorney in Fact shall have full power to apply the deposit  
in the satisfaction of any damages, demands, or deficiency arising by reason  
of any default as he/she may deem best and the Purchaser hereby for  
himself/herself, heirs, executors, administrators, successors and assigns,  
ratifies and confirms whatever said Attorney in Fact shall do by virtue of  
these presents.

IN WITNESS WHEREOF, the said Purchaser hereunto sets his/her hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_.

If used, this form should be used in its entirety. Modification should be  
reviewed and approved by the appropriate solicitor.

SAMPLE

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

AGREEMENT AND POWER OF ATTORNEY

DEPOSITING U. S. BONDS OR NOTES AS PERFORMANCE BOND  
TIMBER CONTRACT \_\_\_\_\_, \_\_\_\_\_ LOGGING UNIT  
KNOW ALL MEN BY THESE PRESENTS, That ( \_\_\_\_\_  
a corporation duly incorporated under the laws of the State of \_\_\_\_\_,  
having its principal office in the City of \_\_\_\_\_, State of  
\_\_\_\_\_ ) or (I), (We) \_\_\_\_\_,  
State of \_\_\_\_\_, (an individual) (partners) doing business as  
\_\_\_\_\_), herein referred to as the Purchaser, hereby deposits  
with the \_\_\_\_\_ Area Director of the Bureau of Indian  
Affairs as the Assistant Secretary-Indian Affairs authorized representative,  
the following described bonds or notes of the United States:

together with all unmatured interests and dividends, and attached interest coupons. Subject to the approval of the \_\_\_\_\_ Area Director or his/her authorized representative, these bonds or notes may be replaced from time to time by other bonds or notes having like value. Pursuant to the authority conferred by Section 15 of the Act of July 30, 1947, (6 U.S.C. §15), and subject to the provisions thereof and of Treasury Department Circular No. 154, revised July 1, 1978, the above-deposited bonds or notes and their replacements, if any, have been or will be deposited and accepted as security for the faithful performance of any and all conditions and provisions of the Purchaser's Timber Contract identified herein. Purchaser shall be intitled to all accrued interest and/or dividends from the deposited bonds or notes. Upon Purchaser's completion of all obligations of the Timber Contract and notice of the Approving Officer, the deposited bonds or notes shall be returned to the Purchaser.

The Purchaser' does hereby constitute and appoint the Area Director of the Bureau of Indian Affairs and his/her successors in office as attorney in fact for said Purchaser in its name and place to have full power to collect, or to sell, assign, and transfer the same or any part thereof without notice at public or private sale, free from any equity of redemption and without



SAMPLE

AGREEMENT AND POWER OF ATTORNEY

appraisement of valuation, notice and the right to redeem being waived upon such terms and conditions and under such covenants as the Area Director or his/her authorized representative shall see fit, to the satisfaction of any damages, demands or deficiency arising by reason of such default, as its said attorney may deem best; and the undersigned further agrees that such authority herein granted is irrevocable.

This instrument is executed pursuant to a resolution of the Purchaser's Board of Directors passed on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, a duly certified copy of which is attached hereto.

IN WITNESS WHEREOF, The said Purchaser hereunto sets his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

If used, this form should be used in its entirety. Modification should be reviewed and approved by the appropriate solicitor.

STANDARD FORM 25 MAY 1967 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR. 1-16.601)	<b>PERFORMANCE BOND</b> (See Instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)				
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION					
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black;">MILLION(S)</td> <td style="width:25%; border: 1px solid black;">THOUSAND(S)</td> <td style="width:25%; border: 1px solid black;">HUNDRED(S)</td> <td style="width:25%; border: 1px solid black;">CENT(S)</td> </tr> </table> CONTRACT DATE      CONTRACT NO		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)			
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;</p> <p>NOW, THEREFORE, if the Principal shall:</p> <p>(a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and</p> <p>(b) If the said contract is subject to the Miller Act, as amended (40 U.S.C. 270a-270e), pay to the Government the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>						
PRINCIPAL						
Signature(s)	1	2				
	(Seal)	(Seal)				
Name(s) & Title(s) (Typed)	1	2				
		Corporate Seal				
INDIVIDUAL SURETY(IES)						
Signature(s)	1	2				
	(Seal)	(Seal)				
Name(s) (Typed)	1	2				
CORPORATE SURETY(IES)						
SURETY A	Name & Address	STATE OF INC	LIABILITY LIMIT			
	Signature(s)	1	2			
	Name(s) & Title(s) (Typed)	1	2			
			Corporate Seal			

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			

BOND PREMIUM	▶	RATE PER THOUSAND \$	TOTAL \$
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**INSTRUCTIONS**

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces

(Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this performance bond should be typed in the space-provided.

Example Format for Irrevocable Letter of Credit Securing Permit Performance

(Printed Letterhead)  
(Name of Issuing Bank)  
(City and State)

Bureau of Indian Affairs  
(Local Address)

Gentlemen:

We hereby establish an irrevocable letter of credit in your favor for account of (Name of Principal) up to an aggregate amount of (Written Amount) (\$ Numerical Amount) available by your drafts at sight and accompanied by:

Your signed statement certifying that (Principal) has failed to perform the terms and conditions under permit (Number), (Name, if Any), on the (Name) Reservation in the State of (Name).

Partial drawings are permitted.

We hereby agree that all drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation to the drawee on or before (expiration date).

Sincerely,

(Name of bank with byline for signature  
and title of person authorized to sign.)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
STATEMENT OF COMPLETION OF TIMBER CONTRACT  
Contract and Summary of Operations Report

Agency	Reservaton		Date of Final Report
Timber Sale Area	Purchaser	Assignee	
Contract No.	Contract Approved		Contract Expiration Date
Land Status:	Allotment No.	Name of Allottee	
<input type="checkbox"/> Allotted <input type="checkbox"/> Tribal <input type="checkbox"/> Other (Specify)			

Forest Products Scaled		Price Per Unit	Value
Species & Products	Volume & Unit of Measure		
Total			
Administrative Deductions			
Net Amount Paid to Owners			
Unrestricted (Included in "Total")			
Remarks:			

**PURCHASER'S STATEMENT**

I hereby surrender all rights under the above contract and request to be released from further obligations thereunder.

\_\_\_\_\_, 19\_\_\_\_

**INSPECTOR'S STATEMENT**

I hereby certify that the purchaser has complied with the requirements under the above contract and recommend that he/she be released from further obligations thereunder.

\_\_\_\_\_, 19\_\_\_\_

**SUPERINTENDENT'S STATEMENT**

I hereby certify that the foregoing is a true account of all timber scaled and funds accrued from the sale of timber on the land under the contract designated above.

\_\_\_\_\_, 19\_\_\_\_

FORM BIA-5319  
March 1966

SUMMARY OF OPERATIONS REPORT

Scaling Began:	Scaling Completed:	Contract Requirements Completed:
Contract Provides For Stumpage Rate Adjustment <input type="checkbox"/>	Contract Does not Provide For Stumpage Rate Adjustment <input type="checkbox"/>	

SUMMARY OF TIMBER CUT BY SPECIES AND BY TYPE OF LAND OWNERSHIP

Species Measure	Unit of Measure	Unit Rate	Volume (MBM)			Value					
			Allotted	Tribal	Other	Total	Allotted	Tribal	Other	Total	
Total or Average											
Unrestricted (included in above total)											

Distribution of Money		Amount
Individual Owners		
Tribal		
Other		
Administrative Deductions		
Total		

One Summary will be prepared for each timber sale, except that no Summary is required when there is only one scaling unit in a timber sale area. Indicate on the form the copy on which the Summary appears. When contract provides for adjustment of stumpage rates the Unit Rate will be the Average Rate.

Date	Signature
	Title