

A Forester's Guide to the Family Forest Carbon Program in the Northeastern U.S.

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Introduction

The Family Forest Carbon Program (FFCP) supports private landowners in managing their forests in ways that help mitigate climate change. The program is designed to help landowners meet their forest management goals including recreation, creating wildlife habitat, and producing sustainable forest products. The FFCP is a partnership between the American Forest Foundation (AFF) and The Nature Conservancy (TNC). AFF is the implementation partner and represents the program in its relationships with foresters and landowners.

The FFCP is an opportunity to engage forest landowners with new types of incentives supported by the carbon market, helping contribute to the cost of forest management practices and offering opportunities for income. Landowners interested in this program will work with a professional forester that will provide technical assistance and professional guidance to landowners on the best options for their forests.

This guide applies to the work of FFCP in the states of New York, Vermont, and Massachusetts. Foresters can use this guide to learn more about how FFCP works, and how they might be able to engage with it either through contracting with FFCP or working directly with landowners. It contains information on the FFCP approach, landowner eligibility, qualifying forest management practices, forester approval, and the enrollment process.

Approach

Traditional carbon programs are based on payments tied to the measured carbon stocks at the project or property level. Most landowners have historically been restricted from accessing these programs because of the high costs associated with measurement, monitoring and verification of carbon stocks on parcels less than several thousand acres in size.

FFCP is different. It incentivizes specific forest management practices which have been scientifically demonstrated to enhance carbon stocks, improve forest health, and provide other important ecosystem benefits. Landowners are paid for implementing practices, not for their carbon stocks. Carbon gain is tied to specific forestry practices and calculations are done per practice instead of per property. The amount of carbon sequestered through these practices is verified through on-the-ground monitoring of a random sampling of properties. By using the random sampling approach across many properties enrolled in the program, the FFCP opens the door for owners of family forests as small as 30 acres to participate.

The methodology used by FFCP to calculate the carbon benefit of its work is a new one that both reduces costs and increases the rigor and additionality of the credits it produces. The program uses a grouped project carbon accounting methodology that measures carbon benefits at a landscape scale, instead of isolating and tracking the specific benefit for every enrolled property. Although the FFCP monitors each landowner's compliance with his or her contractual obligations, specific carbon measurements are made on a randomly selected subset of properties. This enables us to spread what are still high monitoring and verification costs across all enrolled landowners via a random sample approach, ensuring that we are still maintaining a robust and statistically significant calculation of the overall carbon benefit.

In addition, the methodology advances the integrity of environmental claims arising from carbon projects by selling carbon credits only when/if the forest management done on lands enrolled in the FFCP result in

higher carbon stocks than control (US Forest Service Forest Inventory and Analysis (FIA)) plots across the whole landscape. Project plots are matched with non-project control plots (FIA plots) that are similar across several different criteria and covariates, and the two sets of plots are compared over time. This accounting approach isolates a single variable – the presence of a contract between the FFCP and an enrolled landowner – and observes the difference in carbon stocks because of that variable. As part of every verification cycle, the program will re-measure both the permanent monitoring plots in the selected enrolled FFCP properties¹ and update the baseline composite plots based on updated FIA data. Both the FFCP monitoring plots and FIA control plots are based on real observations and data collected in the field, not on long-term growth and yield modeling. The difference between the project and baseline plots equals the carbon benefit that can then be verified and eventually monetized².

It is important to note that FFCP bears all the risks associated with this approach. Landowners are guaranteed payments over the life of the contract so long as they comply with its forest management terms³, and carbon is only sold once it is actually measured on the ground.

The Role of a Forester

There are two different ways that foresters may be involved in the FFCP:

1. Foresters who currently represent landowners and develop project planning and documentation as part of that work.
2. Foresters who contract with FFCP for project planning.

With either of these relationships, the process of supporting landowners through program enrollment is largely similar. Landowners interested in the FFCP will work with a forester to delineate a project area and collect basic forest stand information. The forester will support the landowner in determining which areas of the property are appropriate for which FFCP practices. If the landowner has a current management plan, that may be used as the basis for project delineation and planning.

Properties enrolled in state current use tax programs are likely eligible for enrollment in FFCP. There are many considerations in planning a project on a property enrolled in a current use tax program, and these

¹ The likelihood of a monitoring plot being located on any particular individual property depends on property size and the number of monitoring stands (based on forest type and practice) in the cohort, as well as how much land we expect to enroll in the monitoring cohort. We aim for 30 monitoring strata (ten plots per stratum) per practice per cohort. The more land in any one property that is enrolled, the greater the chances it gets selected. If a property does have a plot, up to one monitoring visit a year may be required. There is no cost or obligation to the landowner where a plot is located (management should occur agnostic to the presence of a plot, similar to a CFI plot). We'll give landowners at least ten days' notice before we come to monitor the plot, do our best to coordinate a time that works for the landowner or forester if they want to join us, and will send the landowner a report on the findings for your plot specifically, as well as the landscape level report that all landowners will get each year.

² You can learn more about the methodology here: <https://www.forestfoundation.org/why-we-do-it/family-forest-blog/determining-a-true-carbon-benefit-part-1-additionality>

³ In the event of a natural disturbance that significantly impacts carbon stocks on the forest, a contract with a landowner may be modified or terminated at no cost to the landowner. Any payments made to the landowner during the contract term will be honored.

are described below. For properties enrolled in a current use program, landowners or their foresters **must inform FFCP before enrolling** in order to ensure alignment between the two programs (see details below).

If the landowner does not have a forest management plan, this will require a joint site visit between the landowner and forester to discuss the landowner's forest management goals and tour the property together to identify potential project locations. The forester will need to delineate the project area and practices and provide this information to FFCP.

FFCP staff outreach foresters and contracted consulting foresters will provide visits and project planning services for landowners who do not have a prior relationship with a forester. This will be done at no cost to the landowner. In the cases where landowners come in through FFCP marketing channels but do have a prior relationship with a forester, we will encourage that landowner to continue working with their existing forester if the forester is FFCP-approved. In these cases, FFCP will provide financial support to the forester to compensate these services, which should be performed at no net cost to the landowner. These payment rates are outlined in Table 1.

FFCP will occasionally provide opportunities for foresters to take on new landowner clients who are interested in enrolling in the FFCP. FFCP will pay foresters for completing each of these visits and submitting FFCP Project Planning Information as outlined below.

The payments for services outlined below are based on Project Area acreage and are meant to include all costs associated with completing the project planning visit and completing the project planning forms, including all time, materials, mileage, and travel. **Consulting foresters shall not charge the landowner for any work related to these specific tasks.**

FFCP Approved and Participating Foresters

Natural Resource Professionals meeting the requirements of an FFCP Approved or Participating Forester as described below are encouraged to work with landowners to plan FFCP projects. The FFCP will work with Approved and Participating Foresters to ensure they are prepared to work with their landowner clients and have access to the online tools to assist with planning and documentation. From time to time, FFCP may contract directly with Participating Foresters to conduct site assessments, collect data, or develop management and project planning documents. FFCP will maintain a list of Participating Foresters on our website as a resource for landowners.

The question of whether to be a Participating vs. Approved Forester comes down to whether you would like to receive new clients who come into the FFCP and don't yet have a forester with whom they work. Approved Foresters work with existing clients only, while Participating Foresters work both with their existing clients and with new clients who are interested in the FFCP and referred to the Participating Forester by the program. Most of the foresters we've worked with so far choose to be a Participating Forester as they want to receive new client leads that are interested in the FFCP.

Consulting foresters must comply with all state forestry laws, including being licensed in the state(s) in which they are practicing, if applicable. Foresters can apply to become a Participating or Approved Forester by visiting <https://www.familyforestcarbon.org/foresters>. In addition to completing a training on FFCP practices and processes, foresters must meet one or more of the following requirements:

- Vermont or Massachusetts currently-licensed forester
- New York Cooperating Forester
- Meets New York state requirements to write 480a plans⁴
- Society of American Foresters Certified Forester
- American Tree Farm System (ATFS) Tree Farm Inspector
- Association of Consulting Foresters Full Member

A sample of the consulting forester contract can be found in Appendix A.

Summary of Consulting Forester Tasks

See additional details in a flow chart in Appendix B.

1. If the landowner does not have a forest management plan, a site visit shall be conducted to confirm eligibility and delineate stands. A forest management plan shall be completed within one year of enrollment.
2. If the landowner has a forest management plan, the forester skips step one and reviews the plan.
3. If the landowner is enrolled in a current use program or is interested in becoming enrolled, the forester shall advise the landowner on the program’s alignment or conflict with FFCP requirements.
4. The forester completes the Project Planning and Information Form (see Appendix C.) and uploads it along with the forest management plan and stand shapefiles. Additional details can be found in Appendix D.
5. The forester submits invoices for work completed.

Payments for Services

Project area acre range	Payment to submit practice planning and info form from existing mgt plan	Payment to conduct site visit and submit planning and info form for landowner without mgt plan	Payment to prepare or update⁵ a Forest Management Plan (using AFF template) or defray cost of individual plan
30-99	\$200	\$600	\$800
100-499	\$300	\$800	\$1200
500+	\$400	\$1600	\$1600

Table 1: Forester payment rates

⁴ “Forester means an individual who has graduated from a school of forestry recognized by the Society of American Foresters, or who possesses qualifications for the practice of forestry essentially equivalent to those possessed by a graduate of a school of forestry in a curriculum of forest management recognized by the Society of American Foresters.”

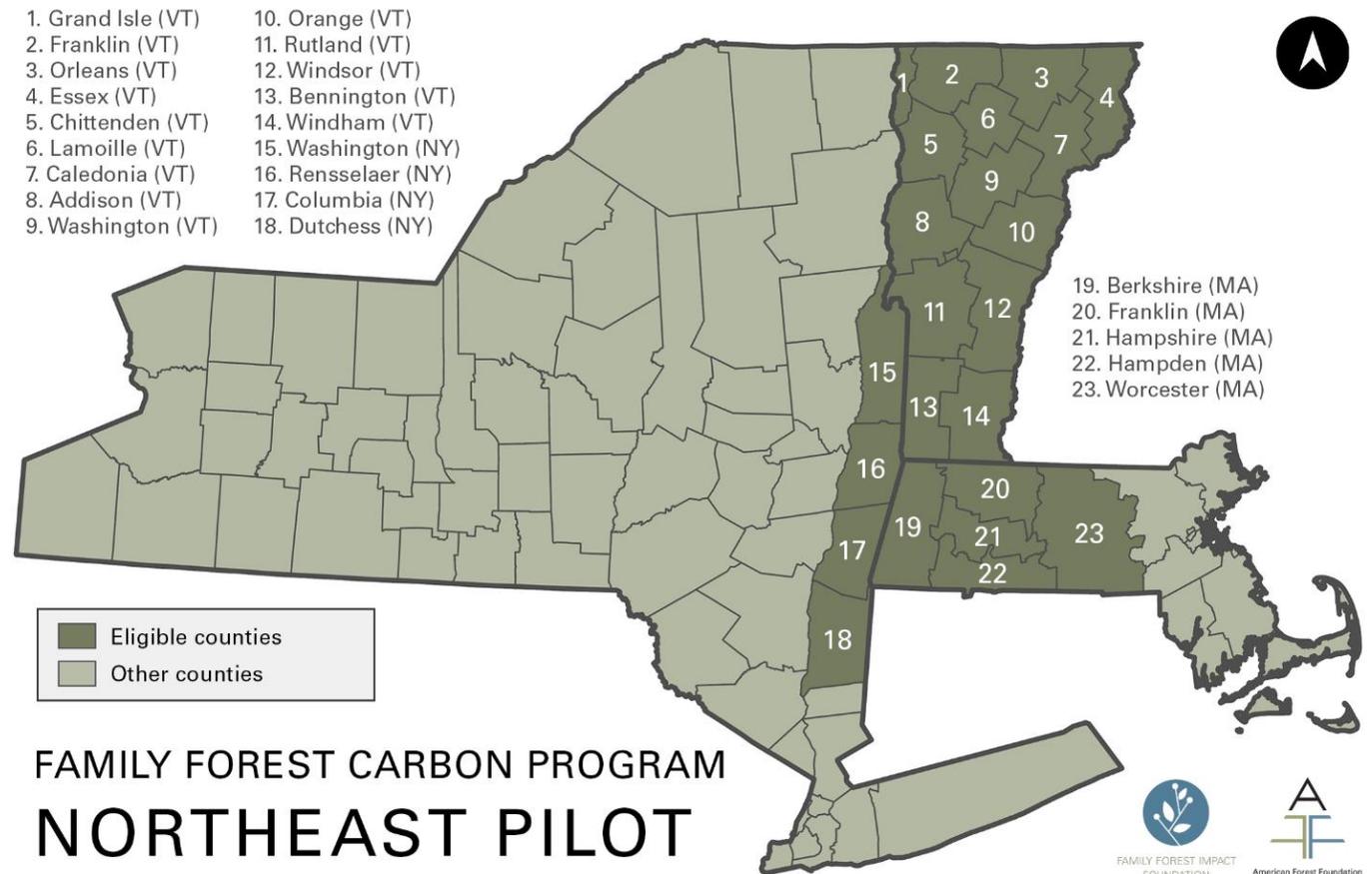
⁵ This is the maximum available amount for a plan amendment. The actual cost will be determined based on the extent of the edits required.

Family Forest Carbon Program Eligibility

It is the goal of FFCP to be as inclusive as possible toward family forest ownerships while maintaining the financial feasibility of the program. To be eligible for enrollment in the FFCP, the following criteria must be met:

1. The property is located within the eligible counties.

The program will begin in a pilot phase focused on the counties identified in the map below, and it is our intent to expand throughout the northeast in the near future.



FAMILY FOREST CARBON PROGRAM NORTHEAST PILOT

County boundaries sourced from the United States Census Bureau in 2021.

Last updated: Oct. 29, 2021, by Lynn Riley, lriley@forestfoundation.org



2. The property is in private ownership, including ownership by individuals, families, trusts, corporations, or non-profit organizations⁶.
3. Forest type within the project area is Maple-Beech-Birch as defined at the US Forest Service FIA forest-type group level. At least 50% of the stocking in the project area is composed of sugar maple, red maple, American beech, yellow birch, paper birch, sweet birch, black cherry, basswood, and/or white ash.

⁶ At this time, land owned by land trusts is not eligible to enroll.

4. Forests must be naturally occurring (no plantations, areas subject to enrichment planting may be approved on a case-by-case basis).
 5. Forests **must be able to be commercially harvested**. For example, the volume and stocking within the project area averages 2 MBF per acre of merchantable timber and reaches the B-line or greater on the local stocking chart, or other equivalent metrics as defined by FFCP. Foresters shall conduct a quick cruise or rapid assessment of whether a stand has sufficient volume to be commercially harvested, for example as described by Ohio State University Extension's fact sheet (<https://ohioline.osu.edu/factsheet/F-35-02>).
 6. Forests must be physically accessible and available for harvest.
 7. The project area is not subject to any existing legal encumbrance (e.g., conservation easement or state/local restrictions) that prohibits timber harvest activity (e.g. riparian buffers, designated reserves or no harvest areas) within the project area.⁷Note that enrollment in a state Current Use program does not represent a disqualifying restriction. Please note sugaring operations do not disqualify forest that otherwise is eligible.
 8. The whole property must be subject to a forest management plan that is less than 10 years old.
 9. The minimum size of an enrolled project area is 30 forested acres under the same ownership.
- If the property meets the eligibility criteria above, the forest stands must be evaluated to determine stand eligibility and the overall acreage for enrollment. There are two methods for conducting this evaluation.

1. Landowner with Existing Forest Management Plan
 - a. An existing forest management plan with stand maps and descriptions can be used to determine eligibility. Review the plan to determine when it was written and use the Project Planning and Information Form found in Appendix C to articulate the eligibility of each stand based on stocking, volume, and harvest recommendation data.
2. Landowner without forest management plan
Eligible forest stands will need to be delineated and digitally mapped for landowners without forest management plans based on the eligibility criteria above. Eligible forest type, commercial volume and stocking should be verified through field reconnaissance and inventory as needed.

Regardless of the method used to evaluate stands for eligibility, the project area is to be delineated using the following criteria:

1. Forest Type - Maple/Beech/Birch - At least 50% of the stocking in the project area is composed of sugar maple, red maple, American beech, yellow birch, paper birch, sweet birch, black cherry, basswood, and/or white ash.
2. Stocking - the stocking within the project area averages 2 MBF per acre and reaches the B-line or greater on the local stocking chart.
Size class – project area is in the sawtimber size class.

Practices

The Family Forest Carbon Program is based on forest management practices which have been scientifically demonstrated to enhance carbon stocks and improve forest health, following

⁷ Land subject to a conservation easement that permits timber harvest may be eligible and will be determined on a case-by-case basis.

recommendations from the *Healthy Forests for our Future*⁸ guide developed by The Nature Conservancy and the Northern Institute of Applied Climate Science.

There are three practices described in the guide that are currently available for support through FFCP: Increase Time Between Harvests, Create Gaps to Promote Regeneration, and Retain More Carbon in a Thinning. In the FFCP, the Increase Time Between Harvests practice is called “Grow Older Forests,” while the Create Gaps and Thinning practices are combined into a practice called Enhance Your Woodland. This is done for simplicity of contracting and increasing landowner flexibility.

These practices represent archetypes for management, and the forester and landowner should work together to determine which practices are appropriate for different forest stands based on the landowner’s management goals and forest conditions. These practices may be combined within a single project, so long as they are delineated prior to a signed contract as per the terms described below.

The two FFCP practices are as follows:

Grow Older Forests⁹

This practice produces carbon benefits through increased total forest carbon stocks by eliminating carbon removal from harvest activities. This practice includes a commitment not to harvest over a 20-year period. The intent of this practice is to allow forest stands and trees to grow for longer, which can then be managed sustainably for timber over the long term while retaining higher carbon stocks on-site than before the practice was implemented. This practice can cover an entire ownership or on forest stands within the ownership through foregoing tree harvesting within the area enrolled in the practice. When landowners determine that the preferred long-term management strategy for their forest is a no-cut forest reserve beyond the life of the FFCP contract, FFCP can help connect landowners to local conservation partners to help explore options for long-term or permanent protections.

Specifications:

During the course of the contract period, this practice prohibits any forest harvest within the enrolled area with the following exceptions:

- I. allows for salvage resulting from storm events or pest/pathogen outbreak, with prior approval by FFCP¹⁰;
- II. allows for harvesting to control a pest or pathogen outbreak, with prior approval by FFCP;
- III. requires the retention of any downed wood on site, unless a waiver is obtained from FFCP related to a storm event, novel pest, or pathogen outbreak;
- IV. recommends treatment of invasive plants, and of native competing vegetation that limits the ability of new seedlings or saplings to grow;
- V. allows for the use of fencing or tree shelters to control deer and moose browse;

⁸ Marx, L.M., Zimmerman, C.L., Ontl, T.A., and Janowiak, M.J. 2021. *Healthy Forests for our Future: A management guide to increase carbon storage in Northeast forests*. The Nature Conservancy and Northern Institute of Applied Climate Science, pp. 1-40. Web link at [nature.org/climatesmartforestsne](https://www.nature.org/climatesmartforestsne).

⁹ Foresters should be aware of the potential conflict between the Grow Older Forests practice and certain state current use requirements. If a landowner is interested in enrolling Grow Older Forests, the forester needs to advise them on this conflict and consult with the local county or service forester before enrollment.

¹⁰ Approval for post-disturbance salvage will be evaluated on a case-by-case basis and will consider the extent of the damage and the future trajectory of the affected area within the property, and the landscape impact of the disturbance.

- VI. allows for the harvest of firewood for personal use, up to an annual maximum based on the table below. Live trees must be less than 12” DBH and shall be from lower canopy strata. Firewood harvest must be evenly distributed throughout the project area and not confined to one area and may not be conducted in a manner that is intended to result in a Substantial Harvest or conducted if they cause or contribute to any Prohibited Removal. Firewood transport should adhere to local guidance and regulations.

Forested Project Area (acres)	Max Cords/year
30-199	5
200-299	10
300-399	15
400-499	20
500+	25

Table 2. Maximum Firewood Harvest

Enhance Your Woodland

The **Enhance Your Woodland (EYW)** practice is for family forest owners who want the option to actively manage their woodland within the next 20 years. **Under the EYW practice, a thinning and/or a gap harvest can be applied. The thinning and gap harvest treatments described below should be considered a pair of archetypes to be emulated, with local forest conditions determining the specific prescription for a given stand.**

The create gaps and thinning practices, as described in the Healthy Forests for our Future guide, are different treatments with different management goals. However, in terms of the contract that governs them, the practices have many similarities, including requiring some areas of the forest to be left unharvested, , putting a cap on the total amount of basal area removed, and providing for sufficient snags and other biodiversity safeguards. The practices have been combined into a single contract to allow a landowner and their forester flexibility to adaptively manage, and to simplify the practices into a set of contract “sideboards” that apply to both practices and are easy to apply and verify on the ground.

Specifications:

Enrolled Project Area

- Total timber harvest over the contract period must be less than 15% of total basal area within the overall enrolled project area according to most recent inventory.
- Harvest of firewood for personal use, up to an annual maximum based on the table below, is permitted. Live trees must be less than 12” DBH and shall be from lower canopy strata. Firewood harvest must be evenly distributed throughout the project area and not confined to one area and may not be conducted in a manner that is intended to result in or reduce the requirements for a Substantial Harvest or conducted if they cause or contribute to any Prohibited Removal. Firewood transport should adhere to local guidance and regulations.

Forested Project Area (acres)	Max Cords/year
30-199	5
200-299	10
300-399	15
400-499	20
500+	25

Table 2. Maximum Firewood Harvest

Stand Unit

- Basal area removal may not exceed 25% of the Basal Area per acre in any Harvest Area (in an individual Harvest or cumulatively over time) compared to the Basal Area per acre set forth in the Initial Timber Assessment over the 20-year period.
- Quadratic mean diameter within a harvested unit must not be reduced by more than 10% over the 20-year period.
- Patches and canopy gaps may not exceed 20% of any harvested unit.
- Patches and gaps can be up to 5 contiguous acres in size, and patches and gaps must be separated from adjacent patches or gaps by an unharvested buffer of at least 250 feet.
- Within thinned areas and canopy gaps and patches, retain at least 4 live trees per acre that are in the upper 20% of diameter class for the stand. Retained trees must aim to represent the different tree species present on site and maintain or increase the percentage of AGS in the project area.
- All snags should be left standing except where they need to be felled for safety. In this case, felled snags should be left on site.
- All downed wood and tops shall be left on-site.
- All timber harvests must comply with state or local Acceptable Management Practices or Best Management Practices.
- These specifications may be amended or waived in salvage situations with approval by FFCP.

This set of common rules will be used as enforceable contract terms, allowing the landowner the flexibility to apply specific prescriptions to their forest that do not fit within the boundaries of the individual practice prescriptions. It will be particularly useful in the sort of heterogeneous stands that are common in the Northeast, in which a combination of thinning and small group selection is often the appropriate prescription. Within the boundaries of these terms, foresters will have the latitude to recommend site-specific prescriptions that best fit the silvicultural objectives of the stand.

Ongoing Implementation

Forest Management Plans

Landowners enrolling in FFCP will be offered support to develop a forest management plan or amend an existing plan for compliance with FFCP practices. Landowners who are interested in developing a new management plan have the option of adopting a management plan developed using the FFCP

management plan template (when available) at no cost to the landowner, or to accept financial support for their forester to develop their own plan, such as a plan suitable for NRCS funding applications or state current use tax programs (payments to support the development of a template-based plan or the amendment or development of an individual plan are described in Table 1). With either planning option, plans must be updated once they are ten years old, and FFCP will provide additional support for this update.

Other management plans:

If the landowner would like a more detailed plan, e.g., to apply for NRCS funding or enroll (or continue enrollment) in a state current use tax program, we will refer them to consulting foresters in their state/location/area if they do not already have a relationship with a forester. In these cases, the landowners and foresters will be responsible for negotiating the total cost of the FMP, to which FFCP will contribute a set amount to defray costs depending on the project acreage. The landowner will be paid according to Table 1. In addition, the plan must incorporate adaptive management (described below). Landowners shall maintain a current management plan that is no more than ten years old. The landowners and foresters will be responsible for negotiating the total cost of any plan updates, to which FFCP will contribute a set amount to defray costs depending on the project acreage. The landowner will be paid for the update according to Table 1.

Landowners must work with a professional forester to not only write but also to implement their forest management plan. Foresters and landowners linked together through FFCP may continue working together on additional projects that fit within the allowances of the practice, such as timber sales, if both parties wish to do so. ***The cost of these services will be borne by the landowner.***

Coordination with State Agencies

Ongoing coordination between FFCP and state agencies is necessary to ensure compatibility and alignment of FFCP with state regulations and programs, including current use tax programs (UVA, 480a, Chapter 61). For properties enrolled in a current use program, this will require coordination between the landowner and FFCP in order to ensure clear expectations and understanding. Before executing a contract, the landowner or their forester will inform FFCP of existing enrollment or intent to enroll in a state current use tax program. FFCP will advise the landowner and their forester on the alignment and potential conflict between the programs and their own woodland management. Once current use enrollment is confirmed, FFCP will batch landowner information, including parcel information and FFCP practice, and provide it to County/Service Foresters on a regular basis.

Where existing current use management plans need to be rewritten or amended to accommodate FFCP practices, FFCP will provide financial support to the landowner for the development of new management plans and management plan amendments. New plans and amendments will be submitted by the landowner following the usual state current use tax program schedule. Revised management plans will follow the standard state format and will meet the requirements of the current use program. The landowner and their forester will be responsible for coordinating the compliance requirements of the current use program with the requirements of FFCP. Areas within properties that are restricted from

management (for instance, riparian buffers) as part of state BMP/AMPs required for compliance with state current use programs should be excluded from the FFCP project area.

Practice Confirmation

After a landowner is enrolled in FFCP, it will be necessary to provide updates that describe activities on the enrolled property. This allows us to confirm compliance with the contract terms and address any potential issues around management implementation that might arise.

If a landowner decides to conduct a timber harvest while enrolled in FFCP, their forester will need to conduct a pre-harvest cruise at least 30 days in advance and provide data at the harvest unit level to FFCP describing the basal area, QMD and growing stock (% AGS and UGS by basal area), and any forest health issues or concerns, as well as a shapefile describing the harvest boundary and area of impact to each stand. Following the operation, the landowner's forester will conduct a post-harvest cruise, recording the same metrics at the same sampling intensity, and submit both cruise reports and the shapefile describing the harvest boundary and impact to stands to FFCP within 30 days of harvest. FFCP will review harvest documentation for consistency with the requirements of the contract and will inform the landowner of any potential problems. ***The cost of this work is borne by the landowner, and the landowner and forester should negotiate a fair and reasonable rate for the service.***

For the pre- and post-harvest cruise, foresters should follow the procedure below in order to establish the precision necessary to confirm compliance with the contract's forest management terms:

Collect data on trees more than 5" DBH that are "in" according to a 10 or 20-factor prism. Trees selected by the prism are identified as to species, measured for DBH, and evaluated for quality. On the tally sheet, species is recorded in one of three ways: the Forest Service species code, a mnemonic code, or a forester-defined code. DBH should be measured and recorded by 1- or 2-inch size classes. For example, trees that are 15.50 to 16.49 inches DBH are recorded as 16 inches when using the 1-inch class. With the 2-inch class, trees that are 15.00 to 16.99 inches DBH are recorded as 16 inches. Acceptable Growing Stock is defined as trees of a desirable species that contain at least one log, or will in the future, and likely will persist for another 15 years. Unacceptable Growing Stock is defined as trees of an undesirable species, or do not contain at least one log and never will, or are unlikely to live another 15 years.

Inventory plots for the purposes of pre- and post-harvest data collection should follow the following minimum sampling density guidance:

- For stands smaller than 10 acres, use one plot per acre.
- For stands of 10 acres or larger, use 10 plots plus 1 additional plot for each 5 acres above 10 acres.

Future Practices and Forest Health and Resilience

The FFCP practices include numerous safeguards that ensure the long-term resilience of the forest, which also helps to secure its carbon stock and ensure net future carbon sequestration. These are "climate-smart" practices, considering both short-term carbon gain and long-term resilience. As noted in the

practice specifications above, it is also important for landowners and foresters to work with loggers to safeguard streams, wetlands, and soils when considering access and operations. While 20 years is a short amount of time from the standpoint of a forest, it is long enough that it may require adaptive management during the contract term. For example, a landowner who plans to create gap openings in their forest might shift harvest to another part of the stand, harvest fewer trees, or change the timing of harvest if a storm or forest pest creates natural gaps in the forest during the contract period.

Recognizing that the current financial structure of the carbon markets does not support practices such as removal of invasive plants, competing vegetation, protection of seedlings and saplings from deer browse, or tree planting, we strongly encourage foresters to include these practices in management plans where appropriate, and require foresters to notify FFCP where invasive plants, competing vegetation or deer browse is so severe as to prevent regeneration of native tree species. Currently, other programs such as those offered by the US Natural Resources Conservation Service and various state programs may provide technical and/or financial assistance to cover the cost of these practices. Over time, as carbon markets mature, some of these practices may be incorporated into the FFCP to further enhance forest health and resilience alongside carbon benefits. Guidance on many of these practices can be found in the Healthy Forests for our Future guide⁵ and the forest resilience guides and publications in its resources section. Carbon stocking is only one of many important values that can be shaped by forest management decisions.

A summary of stressors that reduce resiliency, impact health and may limit the ability of forest to sequester and store carbon can be found in the following publications and tools. The forest resilience check list and scorecard are tools that can help facilitate a discussion regarding forest health with landowners.

- Increasing Forest Resiliency for an Uncertain Future ([Link](#))
- Keep Forests Healthy Scorecard ([Link](#))
- Keeping Your Woods Healthy in the Years Ahead, NIACS VT Coverts and FPR ([Link](#))

APPENDIX A: CONSULTING AGREEMENT FOR FORESTERS

Consulting Agreement for FFCP Foresters

This Consulting Agreement (the “Agreement”) is entered into by and between **Family Forest Impact Foundation, LLC (FFIF)**, which is an affiliate of the American Forest Foundation, and [REDACTED] (“Consultant”).

The Consultant shall be either a “Participating Forester” or an “Approved Forester”. Please check one:

- Participating Foresters** will receive new client leads and help to verify eligibility and plan Family Forest Carbon Program (FFCP) projects for those new clients. They can also plan projects on their existing clients’ land.
- Approved Foresters** are able to plan FFCP projects on their existing clients’ land but will not be sent new landowners/leads to visit.

FFIF and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the responsibilities of the parties.

The Family Forest Impact Foundation, working with partners to execute the Family Forest Carbon Program (FFCP), has as a strategic priority to provide landowners with the motivation and guidance necessary to enhance carbon storage and sequestration on their properties, while also enhancing other co-benefits including forest resiliency, wildlife habitat, water quality, and sustainable wood supply.

The Family Forest Impact Foundation, LLC (FFIF), will occasionally provide opportunities for Participating Foresters to take on new landowner clients who are interested in enrolling in the FFCP. The FFIF will pay Participating Foresters for completing each of these visits and submitting FFCP Project Planning Data, as outlined in the FFCP Forester Manual.

The FFIF will also pay Participating and Approved Foresters to submit FFCP Project Planning Data as described in the FFCP Forester Manual for their existing landowner clients who have a current forest management plan. Payments to Consultants will not be based on any landowner outcome, only for services rendered.

The following fees outlined below are based on project area acreage and are meant to include all costs associated with completing the project planning visit, completing the project planning forms, and completing the Forest Management Plans including all time, materials, mileage, and travel. Consultant shall not charge the landowner for any work related to FFCP project planning or the preparation of a Forest Management Plan using the FFCP template. Consultant can charge the landowner for costs associated with developing a plan in a format agreed upon with the landowner, beyond the portion of the cost paid by FFIF.

Forester/Landowner (LO) Payment Table

Project area acre range	Payment to submit practice planning and info form from existing mgt plan	Payment to conduct site visit and submit planning and info form for landowner without mgt plan	Payment to prepare or update ¹¹ a Forest Management Plan (using AFF template) or defray cost of individual plan
30-99	\$200	\$600	\$800
100-499	\$300	\$800	\$1200
500+	\$400	\$1600	\$1600

II. RESPONSIBILITIES OF THE PARTIES

A. Consultant Responsibilities:

1. Consultants must comply with all state forestry laws, including being licensed in the state(s) in which they are practicing, if applicable.
2. To become an FFCP-participating or approved forester, the consultant must meet one or more of the following requirements **(please check applicable qualifications):**

- Vermont or Massachusetts licensed forester

¹¹ This is the maximum available amount for a plan amendment. The actual cost will be determined based on the extent of the edits required.

- New York Cooperating Forester
 - Meets New York state requirements to write 480a plans¹²
 - Society of American Foresters Certified Forester
 - American Tree Farm System (ATFS) Tree Farm Inspector
 - Association of Consulting Foresters Full Member
3. Consultants must participate in a training before they are accepted into the program as FFCP-participating or FFCP-approved consultants. Trainings will include information on FFCP Practices, and project planning and reporting requirements.
 4. Consultant must provide a list of counties they are interested and committed to service. Project partners will only provide landowner leads to a forester based on these stated preferences.
 5. Consultant will accept or decline landowner leads within 1 week of receiving a lead. If declined, consultant will inform FFCP via email. If accepted, the consultant must contact and schedule a visit within 1 week of receiving a lead, and conduct a field visit within 30 days.
 6. Consultant will utilize the Landowner CRM for submitting project planning documents, updating the landowner status and notes, and mapping the stands that comprise the practice and project areas.
 7. The forester will update the CRM within 1 week when a visit has been completed, including the landowner status and what the results of the visit are (project planning completed, landowner no longer interested, or additional visits needed to complete project planning). They must submit any completed project planning documents with 2 weeks of the completed visit. Specifics regarding this reporting requirement will be covered in a brief training session, mentioned above. If the forester does not update the CRM within 2 weeks, FFIF reserves the right to reassign the landowner lead.
 8. In the case that the visit was put on hold or canceled, consultants must update the online CRM within 1 week along with the reason why. This will help the program improve and keep track of existing projects.
 9. Consultant must submit a monthly invoice for months in which project planning data was submitted and/or a landowner for whom the landowner completed the visit signed their FFCP Landowner Agreement.
 10. Consultants must agree to work cooperatively with our project partners (i.e., the American Forest Foundation and The Nature Conservancy, among others).
 11. Consultant must agree to sign a written contract articulating these requirements and other project roles and responsibilities. Failure to follow contract terms could result in dismissal as an FFCP-Approved Forester.

B. FFIF/Partner Responsibilities:

¹² “Forester means an individual who has graduated from a school of forestry recognized by the Society of American Foresters, or who possesses qualifications for the practice of forestry essentially equivalent to those possessed by a graduate of a school of forestry in a curriculum of forest management recognized by the Society of American Foresters.”

- i. Provide training and support for what the consultant should communicate to the landowner and how to record data.
- ii. Track interest from landowners that comes in from outreach efforts.
- iii. Provide initial contact to those landowners interested in meeting with a consulting forester.
- iv. Subject to Consultant completing all Consultant Responsibilities, FFIF will pay Consultant for project planning work based on invoices submitted, in addition to bonuses, not to exceed amount per project planning visit and submission laid out in payment table above. Payment will be made within 60 days after submission of Consultant W-9 and invoice, whichever is later.
- v. FFIF will provide all necessary landowner contact data to Consultant as well as all resources needed to plan the project, including FFCP Forester Manual, Project Planning and Information Forms, and an account in the Landowner CRM to keep track of next steps and submit project data.

III. PERSONNEL

Consultant is responsible for all employee-related salary and applicable benefits to Consultant and Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and/or Consultant's personnel in connection with this Agreement.

IV. TERM AND TERMINATION

- A. This Agreement shall begin at signing and expire on December 31, 2023 unless terminated earlier in accordance with the terms of this Agreement.
- B. This Agreement may be terminated by either party upon fifteen (15) days advanced written notice in the event of:
 - i. a material breach of this Agreement by the other party;
 - ii. fraud by the other party;
 - iii. insolvency, bankruptcy, reorganization or receivership of one of the parties;
 - iv. breach of fiduciary duties by one of the parties;
 - v. FFIF's dissatisfaction with the quality of the project;
 - vi. Consultant's failure to complete the project in a timely manner or;
 - vii. Gross or willful negligence, persistent or prolonged neglect or misconduct by one of the parties.
- C. This Agreement may be terminated, without cause, by either party upon thirty (30) days advance written notice to the other party.
- D. Upon Termination of this Agreement, Consultant shall immediately, within thirty (30) days, deliver all work performed pursuant to this Agreement to FFIF, including documents provided to Consultant by FFIF and any work in progress, such as notes, drafts, and sketches) and shall, upon FFIF's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by FFIF, Consultants shall, after termination, cooperate on

a time and materials basis with FFIF in its or another's efforts on FFIF's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. NONDISCLOSURE

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, membership lists, corporate or facility data regarding FFIF members, information about trade secrets, costs, markets, strategies, plans for future development, and any other development, and any other information of a similar nature pertaining to FFIF. Consultant hereby expressly covenants and agrees that, at any time during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of FFIF. This section shall survive termination of this Agreement.

VI. TRADEMARKS

Consultant agrees that FFIF has the exclusive right to the names FAMILY FOREST IMPACT FOUNDATION and FAMILY FOREST CARBON PROGRAM, as well as the FFIF logo. Consultant agrees that said logo and names shall not be used outside of the context of this Agreement without the prior written approval of the appropriate party.

VII. NOTICE

Any notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified, or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

For FFIF:

Christine Cadigan

Director

Family Forest Impact Foundation

2000 M St NW, Ste. 550

Washington, DC 20036

For Consultant:

Name:

Title:

Address:

City, State Zip:

VIII. INDEMNIFICATION

- A. Consultant agrees to indemnify and hold FFIF harmless for all liability, claims, and damages, including the cost of defense and investigation incident thereto, arising as a result of Consultant's negligence or knowing misrepresentations.
- B. Consultant shall indemnify and hold FFIF harmless from any proceedings or claims asserted against FFIF resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by FFIF or from matters with respect to which Consultant has advised FFIF, in writing, of the legal risks involved and FFIF, by its specific approval, has assumed the risks thereof, in which case FFIF shall so indemnify Consultant.
- C. FFIF agrees to indemnify and hold Consultant harmless from all liability, claims, and damages, including the cost of defense and investigation incident thereto, arising as a result of FFIF's negligence or knowing misrepresentation.

IX. INSURANCE

Consultant shall obtain, maintain, and provide evidence of insurance in minimum amounts of \$100,000/occurrence and \$200,000 aggregate to provide coverage for any liabilities arising out of or resulting from Consultant's obligations pursuant to this Agreement. Consultant shall provide proof of insurance upon execution of this Agreement

X. GOVERNING LAW

Any controversy or claim arising out of or relating to this Agreement, shall: first, be settled by best attempts of the parties to craft a mutually agreeable resolution and, second, be settled with the assistance and facilitation of a trained mediator who is mutually selected by the parties. The parties to this Agreement to share equally any costs and professional fees involved in mediation proceedings, but not the preparation for the proceedings on the part of the parties to the dispute.

This Agreement shall be governed by and pursuant to the laws of the District of Columbia. Any and all suits or claims by either party shall be brought in the District of Columbia.

XI. ENTIRE AGREEMENT/SEVERABILITY

This Agreement constitutes the entire agreements between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable, or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. WAIVER

The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained herein shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right, or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by the parties.

XIII. EQUAL OPPORTUNITY

Consultant agrees that it is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and other federal and state anti-discrimination laws.

XIV. MISCELLANEOUS

- A. Consultant will be independent for its performance under this Agreement. This Agreement will not be construed to constitute either party as a representative, agent, employee, partner, or joint venturer of the other.
- B. Neither party shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay

XV. GEOGRAPHIC RESTRICTIONS

- A. Consultant must either provide a list of counties they are available to service, or indicate that they would *not* like to take on new clients at all. Project partners may reach out to consultant from time to time with new leads in these counties.

XVI. Consultant/Participating Foresters should list counties in which they are willing to provide service below:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

FAMILY FOREST IMPACT FOUNDATION, LLC:

Nathan Truitt
Vice President of Strategic Partnerships

Date

CONSULTANT:

Signature: _____

Name: _____ Date

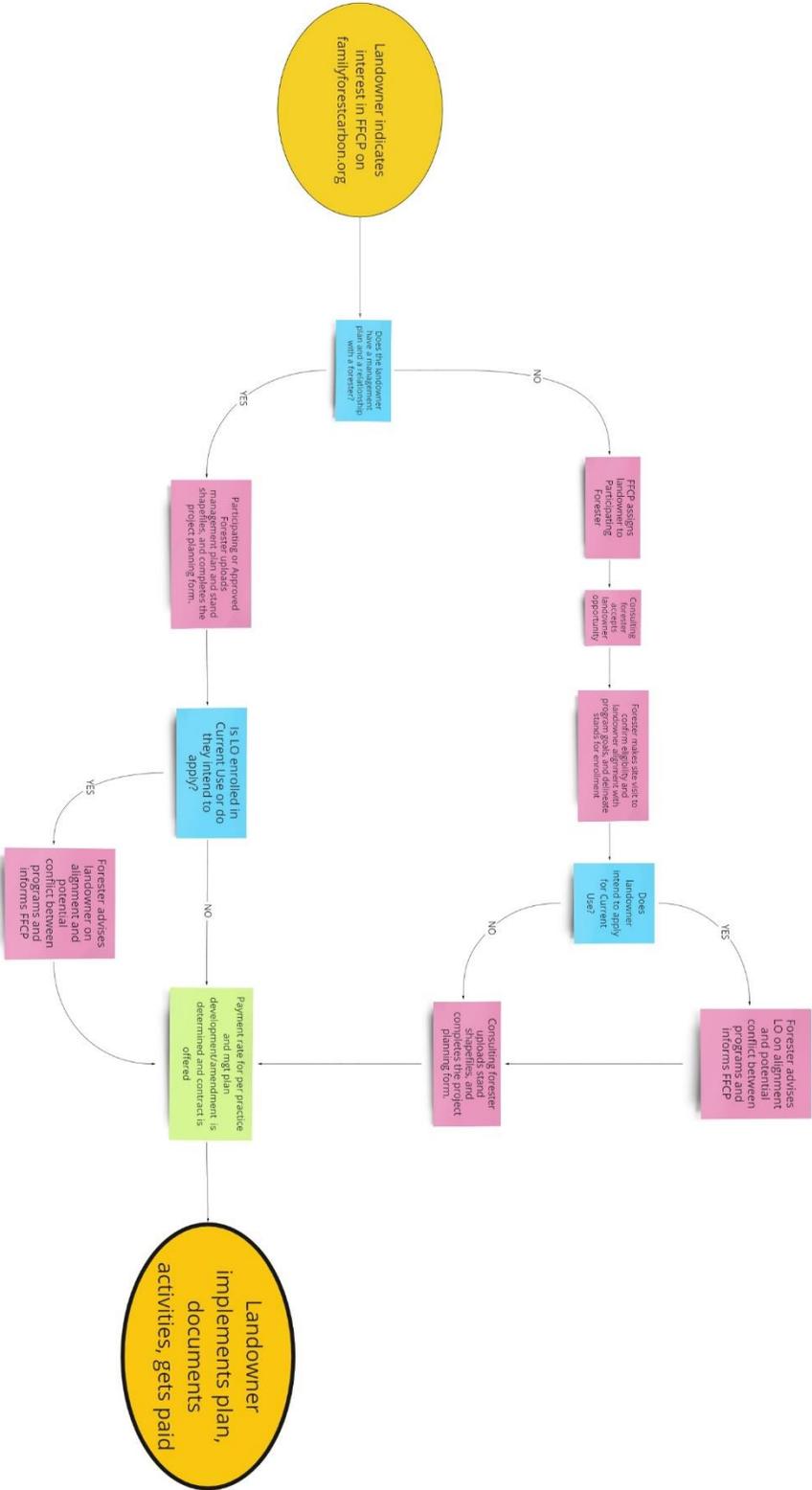
Company: _____

Address: _____

Phone: _____

E-mail: _____

APPENDIX B: FORESTER PROCESS FLOWCHART



Appendix D. PROJECT PLANNING AND ENROLLMENT PROCESS

Landowners or their foresters will need to provide information to FFCP in order to determine eligibility and landowner incentive rates. This information includes:

- Property location, size
- Deed
- Conservation easements or other encumbrances on the property
- Current Use status
- Project and practice boundaries and size

This information may be submitted to FFCP via the Woodscamp CRM located here:

<https://crm.woodscamp.com/>

This article explains how a forester can enroll their existing clients in the Family Forest Carbon Program:

<https://woodscamp.zendesk.com/hc/en-us/articles/1500012699462-How-to-enroll-your-EXISTING-landowners-into-the-Family-Forest-Carbon-Program-through-the-CRM->

This article explains how to enroll a *NEW* Landowner that is assigned to a forester by the Family Forest Carbon Program:

<https://woodscamp.zendesk.com/hc/en-us/articles/1500006524922-How-to-Enroll-a-NEW-Landowner-that-is-assigned-to-you-by-WoodsCamp-or-the-Family-Forest-Carbon-Program>

The online CRM (Client Relationship Manager) is a tool for foresters to track and upload landowner and project planning information. It also contains helpful tools such as a mapping tool that enables foresters to delineate project areas and upload shapefiles. Once a forester signs up as an FFCP-Approved Forester, AFF will provide a log-in and information on how to use the CRM. Foresters should fill out these forms on the online Client Relations Management site (CRM) found at <https://crm.woodscamp.com>. In addition to the planning form, foresters will use the CRM Mapping Tool to delineate the project and practice areas.

The forester will need to delineate the project area and provide this information to FFCP staff in the form of delineation on the CRM map (preferred), a shapefile, series of GPS points, or delineation on an accurate map. The practice area should align with forest stands identified in a property's forest management plan as appropriate.

A flowchart describing the enrollment process can be found in Appendix B.