

# SOUTH EAST FOREST RESCUE

S T O P P I N ' T H E C H O P P I N '

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8/9/08

Mr Ian Cranwell  
Director Resource and Conservation  
Environment Protection and Regulation  
Dept. of Environment and Climate Change  
Cc: Ms Lee Rhiannon MLC,

Dear Mr Cranwell,

## **RE: BREACH OF EDEN RFA CLAUSE 73, EDEN FA CLAUSE 3.1, EDEN IFOA cl 5(2)(a)**

An investigation of the IFOA cl 24 annual reports for 2001-2007 and FA/IFOA implementation reports 99/00-01/02 has found that the volumes of HQL logs harvested has been in breach of the RFA, FA and IFOA. The volumes have consistently been in excess of the sustainable yield calculated for the Eden region. The following attachments contain the relevant clauses of the documents referred to in this letter.

Attachment 1: Forest Agreement (FA) for Eden region  
Attachment 2: Regional Forest Agreement (RFA) for Eden  
Attachment 3: Integrated Forestry Operations Approval for Eden

The sustainable timber supply strategy is contained in FA 3.1 (also FA attach. 2). This section states the volume from the Eden region will be 23 000m<sup>3</sup> with a further 1 000m<sup>3</sup> from Ingebyra SF and 1 000m<sup>3</sup> from alternative South Coast region areas. The important part of this is the specific Eden region volume of 23 000m<sup>3</sup>. It then goes on to say that any increases to these volumes must be sustainable with FRAMES. FA cl 3.5 discusses the timber resource assessment processes needed to refine FRAMES to enable the review of sustainable yield.

Timber supplies are discussed in RFA cl 72 and 73. Clause 72 refers to the FA for the sustainable strategy for timber supply. Clause 73 has a volume of 25 000m<sup>3</sup> to be supplied to sawmills in the region. This is not the volume that is to come from the Eden region. The volume to come from the Eden region is defined in FA 3.1.

RFA cl 76 states timber volumes will be reviewed in accordance with this agreement and consistent with RFA cl 46(f) and then attachment 11. Both of these refer to an upgraded FRAMES and a recalculation of sustainable yield which has not occurred.

IFOA cl 5(2)(a) has the figure of 23 000m<sup>3</sup> of HQL. While IFOA cl 5(3) states the quantities in 5(2)(a) do not impose any limitation but simply reflect contracts at the time of signing this has to be taken in context with FA 3.1 and sustainable yield. If this is not the case then what is the point of calculating the sustainable yield, as any increases above this would mean forestry operations are not in accordance with the principles of ESFM.

HQL volume figures have been obtained from the IFOA cl 24 annual reports for the years 2001 to 2007. The volumes for 1999/00 to 2001/02 are from the FA/IFOA implementation reports. These volumes have been added and divided by 2 to obtain figures for the year 2000 and 2001.

IFOA cl 24		FA/IFOA report			
Year	Volume	Year	Volume		
2001	23 726	99/00	23 700		
2002	25 154	00/01	27 056	2000	25 378
2003	26 806	01/02	25 300	2001	26 178
2004	26 513				
2005	23 126				
2006	24 708				
2007	25 261				

There is some concern with the differing volumes for the year 2001 between the two reports. The difference is too great to be attributed to the averaging of the years. Either the IFOA cl 24 report or the FA/IFOA report must be incorrect. There must be some accountability from Forests NSW for reporting wrong figures. Incorrect figures aside, it can be seen that in all the years the volume of HQL is above the 23 000m<sup>3</sup> that is allowed under the RFA/FA/IFOA.

The IFOA's for UNE, LNE and Southern all allow for a variation in the volumes of +25% each year and +5% over a five year period. There is no such provision in the Eden IFOA, however FA cl 3.3 allows for the continuation of arrangements to allow the carrying forward of under and over cut. Forests NSW have over cut for 8 years running. Allowing for the same prescription as the other IFOA's for variation, and the smaller 2001 volume, it can be seen that Forests NSW are in breach for every 5 year period.

$$5 \text{ year volume} = 23\,000 \times 5 + 5\% = 120\,750 \text{m}^3$$

Period	Volume
2000-04	127 577
2001-05	125 325
2002-06	126 307
2003-07	126 414

Over the 8 years the volume logged should have been 184 000m<sup>3</sup>. The actual volume logged has been 200 672m<sup>3</sup> which is a difference of 16 672m<sup>3</sup> or 9% over. This is getting towards a whole years supply of HQL.

The RFA, FA and IFOA have not been amended over the years. There has also been no recalculation of sustainable yield over this time. Therefore Forests NSW are in breach of these agreements and contrary to the principals of ESM.

We request that you immediately investigate these breaches. We await your reply.

Yours sincerely,

Scott Daines

## **Attachment 1: Forest Agreement for Eden region**

73 New South Wales agrees to supply to sawmills in the Eden region a minimum of 25 000 m<sup>3</sup> per annum of Quota Sawlogs for the first five years and a minimum of 24 000 m<sup>3</sup> per annum of Quota Sawlogs for the subsequent 15 years of the term of this Agreement. In addition, a minimum of 345 000 tonnes per annum of Pulpwood for 20 years is to be supplied from the Eden region. From this Pulpwood, up to 23 000 m<sup>3</sup> per annum of suitable material will be selected to be supplied as non-quota Sawlogs for 20 years.

## Attachment 2: Regional Forest Agreement for Eden

46 New South Wales undertakes to:

(f) Develop and implement an inventory system for regrowth forests and review the calculation of Sustainable Yield using methods consistent with Attachment 11 and the principles and processes used in the Forest Resource and Management Evaluation System (FRAMES), in time for the first RFA review;

72 The Parties note that the New South Wales *Eden Region Forest Agreement* establishes the sustainability strategy for timber supplies.

73 73 New South Wales agrees to supply to sawmills in the Eden region a minimum of 25 000 m<sup>3</sup> per annum of Quota Sawlogs for the first five years and a minimum of 24 000 m<sup>3</sup> per annum of Quota Sawlogs for the subsequent 15 years of the term of this Agreement. In addition, a minimum of 345 000 tonnes per annum of Pulpwood for 20 years is to be supplied from the Eden region. From this Pulpwood, up to 23 000 m<sup>3</sup> per annum of suitable material will be selected to be supplied as non-quota Sawlogs for 20 years.

76 New South Wales agrees that the timber volumes made available under this Agreement will be reviewed using the processes described in clause 460, and in accordance with the provisions of this Agreement. Any additional sustainable timber volumes identified in this way will be made available to industry provided this is consistent with this Agreement, including the provisions relating to Ecologically Sustainable Forest Management, and that there are no adverse environmental effects, including deleterious effects on CAR Values.

### ATTACHMENT 11

(clauses 46(f), 95.6)

#### SUSTAINABLE YIELD SYSTEMS AND PROCESSES

1 The Parties agree to commission a review of the systems and processes used, and the Sustainable Yield calculated from Public Land as a result of the New South Wales review of Sustainable Yield described in clause 46(f), to be completed and published in time for the first five-yearly review.

2 New South Wales will undertake independent audits of Sustainable Yield to be completed and published in time for each subsequent five-yearly review.

3 Reviews and audits carried out in accordance with paragraphs 1 and 2 shall have regard to the commitments in paragraph 5.

4 Any changes in the volumes specified in clause 73 will be based on Sustainable Yield and be consistent with modeling using FRAMES.

5 New South Wales will establish a continuous FRAMES development program for the Eden region consistent with the Statewide FRAMES and including the following elements before the first five-yearly review:

- Continuous monitoring of predicted versus actual annual product yields and component measures as described in Section 3.5 of the New South Wales Eden Region Forest Agreement;
- Increasing the number and coverage of permanent growth plots to cover an appropriate range of sites, as described in Section 3.1 of the New South Wales Eden Region Forest Agreement;
- Continuing permanent growth plot measurement, updating growth models and development of new models to reflect changing silviculture and thinning regimes;
- Implementing an ongoing system of strategic inventory plot measurement as described in section 3.5 of the New South Wales Eden Region Forest Agreement;
- Implementing a harvest monitoring and mapping program that progressively improves estimates of net harvestable area and informs monitoring and reporting against Sustainability Indicators as described in Attachment 9 of the New South Wales Eden Region Forest Agreement;
- Implementing a system to validate simulation models and carry out sensitivity analyses to help determine the likely error associated with the estimate of Sustainable Yield;
- Implementing a repeatable process for scheduling Sustainable Yield that optimises sustainable use objectives consistent with the New South Wales Eden Region Forest Agreement;
- Implementing a process to take into account the risk of fire, changes in Integrated Forestry Operations Approvals and other potential risks in calculating Sustainable Yield;
- Documenting systems, processes, models and databases used in the calculation of Sustainable Yield;
- Establishing processes for appropriate internal reviews and audits of Sustainable Yield as part of the SFNSW Native Forest Management System.

### **Attachment 3: Integrated Forestry Operations Approval for Eden**

#### **5. Description of forestry operations to which this approval applies**

(2) This approval applies to logging operations, being the cutting and removal of timber for the purposes of producing any of the following:

(a) High Quality Logs (including an amount of up to 23,000m<sup>3</sup> per year, being a quantity which reflects contractual commitments existing at the date of this approval);

(3) To avoid doubt, the quantities of timber products specified in paragraphs (a) and (b) of subclause (2) do not impose any limitation on the quantities of those products that may be harvested under this approval. The quantities referred to simply reflect contractual commitments existing at the date of this approval.