



MINUTES

INFRASTRUCTURE COMMITTEE

February 5, 2020

9:00 a.m.

Jury Assembly Room

Marinette County Courthouse

MEMBERS PRESENT: Supervisors Gilbert Engel, Shirley Kaufman, Al Mans, Al Sauld and Bill Stankevich

OTHERS PRESENT: Corporation Counsel Gale Mattison, Forestry Administrator Pete Villas, Highway Commissioner Eric Burmeister, Facilities & Parks Director Martin Keyport, Assistant Facilities & Parks Director Beverly Ruether, DNR Supervisor Cole Couvillion, DNR Wildlife Biologist Caroline Ward, Title Town Jeepers Bob Heroux & Tom Kelly, Facilities & Parks Administrative Specialist Kellie Hartman, Bay Cities Radio and Eagle Herald

1. Call to Order

Chair Mans called the meeting to order at 9:00 a.m.

2. Agenda

Motion (Kaufman/Engel) to approve agenda. Motion carried. No negative votes.

3. Minutes

Motion (Sauld/Stankevich) to approve minutes of January 10, 2020. Motion carried. No negative votes.

4. Public Comment – None

5. Correspondence - None

6. Reports of outside agencies and others

- 2278 hours of 2,916 support hours - 77%
- DNR - 2 open staff positions – private forester & equipment operator
- Janet Brehm – new NE Regional Area Supervisor
- 224 deer sampled throughout Marinette County for CWD
 - None found positive

- County Deer Advisory Council meets April 8th – 6:30 p.m. – Crivitz Village Hall

7. Title Town Jeepers presentation

- Presentation on the development of OHV (Off-Highway Vehicle) trails on Marinette County Forest Land. Exhibit A

8. Authorizing creation of OHV trails on Marinette County Forest Land

Motion (Sauld/Stankevich) to authorize creation of an agreement with Marinette County & Title Town Jeepers to create OHV (Off-Highway Vehicle) trails & campground in T37N R17E Town of Goodman, agreement subject to Corporation Counsel's approval and brought back to committee. Motion carried. No negative votes

9. 2021 Red Pine Seedling Planting Agreement

Motion (Engel/Kaufman) approve entering into an agreement with PRT for red pine seedlings for the spring 2021 planting season at a cost of \$12,324.60. Motion carried. No negative votes. Exhibit B

10. WPS Utility Easement - Parcel #004-00725.000

Motion (Stankevich/Kaufman) to recommend County Board grant Wisconsin Public Service a utility easement to move overhead lines to underground lines in the Town of Athelstane, affecting Parcel #004-00725.000 located in the SE ¼ SE ¼ of Sec. 30, T34N-R19E at no cost to the County and with WPS to prepare deed and record at WPS Cost. Motion carried. No negative votes. Exhibit C

11. NON-Metallic Mining Use Agreement Town of Pembine

Motion (Sauld/Kaufman) to approve Non-Metallic Mining Site Use Agreement with the Town of Pembine to crush gravel in the Thompson East pit subject to Corporation Counsel's review. Motion carried. No negative votes.

12. 5-Year Plan Clip Clop Horseshoe Falls Equestrian Camp & Trail

Motion (Engel/Kaufman) to approve Clip Clop Trail Riders' 5-year plan for Horseshoe Falls Equestrian Camp and Trail System. Motion carried. No negative Votes. Exhibit D

13. Process for updating Marinette County Forest 15- Year Comprehensive Land Use Plan

No action taken.

14. 2020 WCFA Spring Administrators Meeting March 18, 19 & 20, 2020

Motion (Kaufman/Sauld) to approve authorizing Committee members and staff to attend the 2020 WCFA Spring Administrators Meeting to be held at Hotel Marshfield in Marshfield, WI on March 18, 19 & 20, 2020 and to approve mileage and per diem for Committee Members. Motion carried. No negative votes. Exhibit E

15. License agreement with State of Wisconsin Natural Heritage Inventory

Motion (Kaufman/Sauld) to approve license agreement with the State of Wisconsin for the Forestry Department's staff to access the Natural Heritage Inventory data base for timber sale establishment. Motion carried. No negative votes.

16. Reports of Forestry activities – information only

- Forestry's Monthly Revenue Report – Exhibit F
- Forestry project update
 - Equipment maintenance

17. Amending WIDOT offer for 123± acres Town of Peshtigo

Motion (Stankevich/Engel) to amend the offer to WIDOT to purchase 123± acres of surplus real property located in Section 15 & 16 T30N R23E, Town of Peshtigo, from \$68,000 to \$80,000 contingent upon the accepted offer being approved by the County Board. Motion carried. No negative votes. Exhibit G

18. Facilities and Parks Director sign non-material change orders LED Building Renovations

Motion (Stankevich/Sauld) to authorize the Facilities and Parks Director to sign non-material change orders associated with the former LEC Building Renovations Project subject to County Administrator's approval. Motion carried. No negative votes.

19. Reports of Maintenance and Parks

- Introduced - Beverly Ruether - Assistant Facilities and Parks Director
- I.S. Department move update
 - 4th floor connection to Data Center – keep connected on ground floor until Data Center can be moved to 4th floor
- Parks project update
 - Park Caretaker – assisting Highway beginning Monday
 - 2 Park Caretakers – working on projects at HHS in Niagara
 - Park employees attending various trade shows to increase exposure for county parks
- Motor Pool assessment
 - Finance – assisted with profit/loss statement on Motor Pool

- Park's Monthly Revenue Report – Exhibit H

20. Reports of Highway activities – information only

- Winter operations
 - 12 active winter operations in January
 - 1860 hours overtime
 - 2019 – closed out winter operations - \$685,000 over budget
 - 24% - salaries/fringe
 - 32% - equipment
 - 44% - material
- Shoreline erosion on CTH B
 - Bay froze over
 - Ice Shoves will be a concern
- Seasonal Weight Restrictions
 - Draft press release – go in place between March 8th and March 15th
 - Overweight Permits – will be limited

21. Invoices

Committee reviewed Schedule of Paid Invoices in the amount of \$1,489,253.93.

22. Future agenda items

- Intersection of CTH O & CTH N

23. Adjournment

Motion (Stankevich/Kaufman) to adjourn 10:31 a.m. Motion carried. No negative votes.

Kellie Hartman
Administrative Specialist

Date approved/corrected:

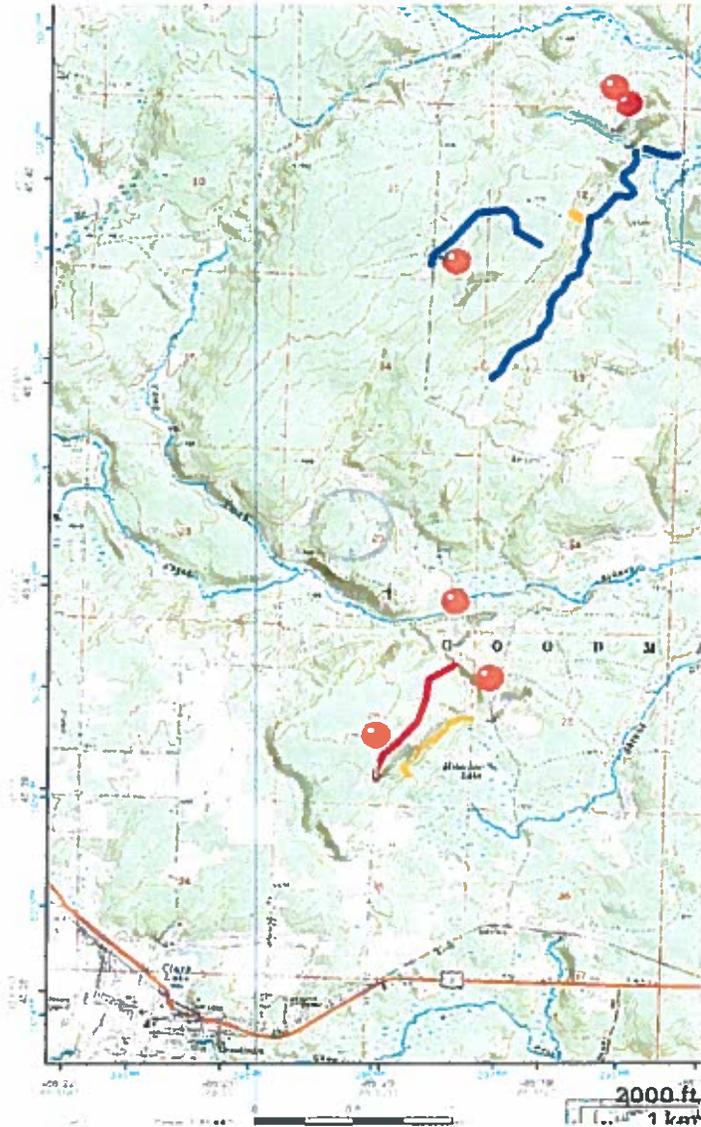
Next meeting – Wednesday, March 11, 2020 at 9:00 a.m.

Exhibit A

OHV Trail Location

Marinette County

Goodman/Dunbar Area



- Northeast of Goodman
- North side of Highway 8
- West and East sides of Shrine Road
- Sections 36, 26, 13 & 12



1: Proposed camping area and trailer parking

2: Proposed OHV trail west of Hobatchee Lake

3: Proposed OHV trail north of Fire Road 606

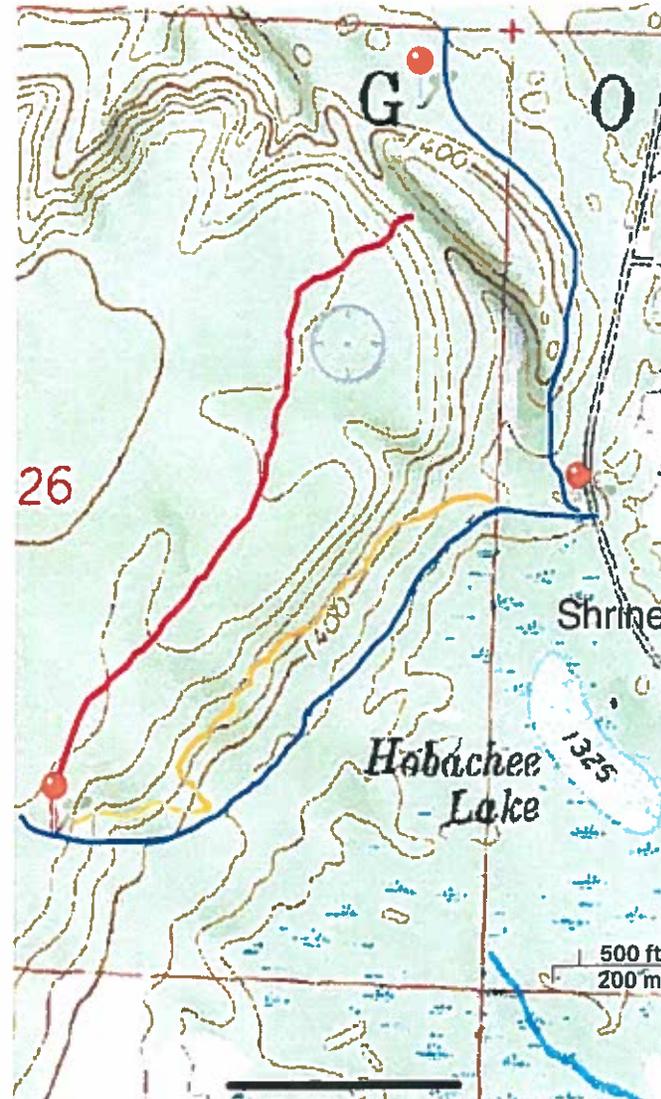
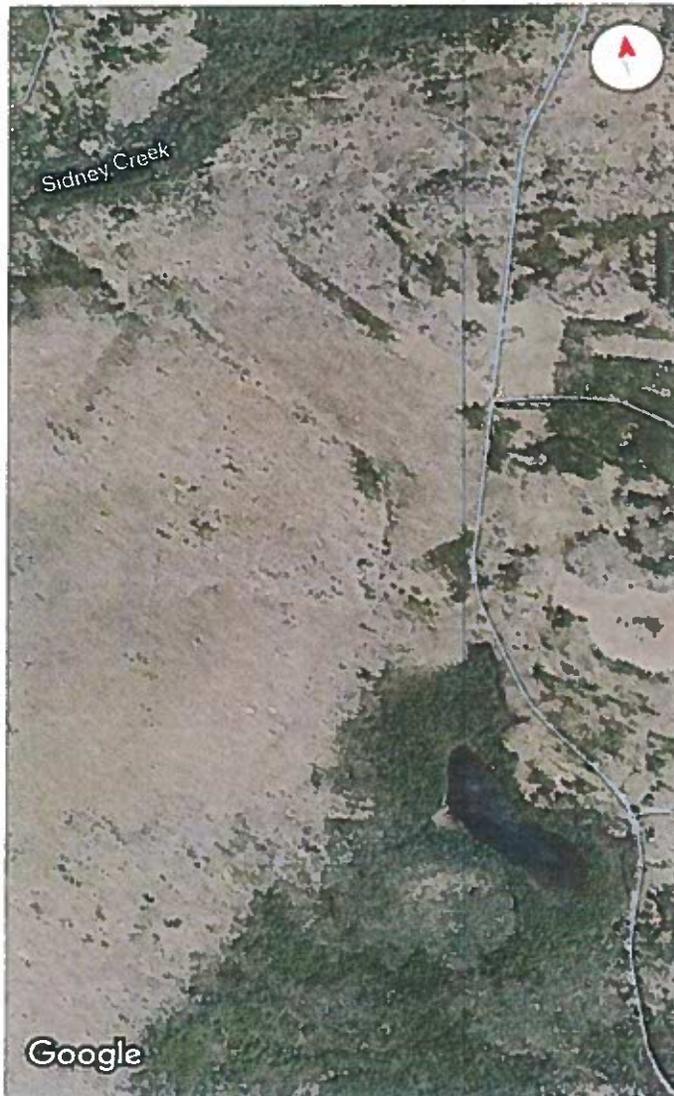
1: Proposed parking/camping location: Shrine Road, East of Goodman, North of Highway 8



Acreage of site 1



2: Proposed OHV trail location west of Shrine and Hobachee Lake

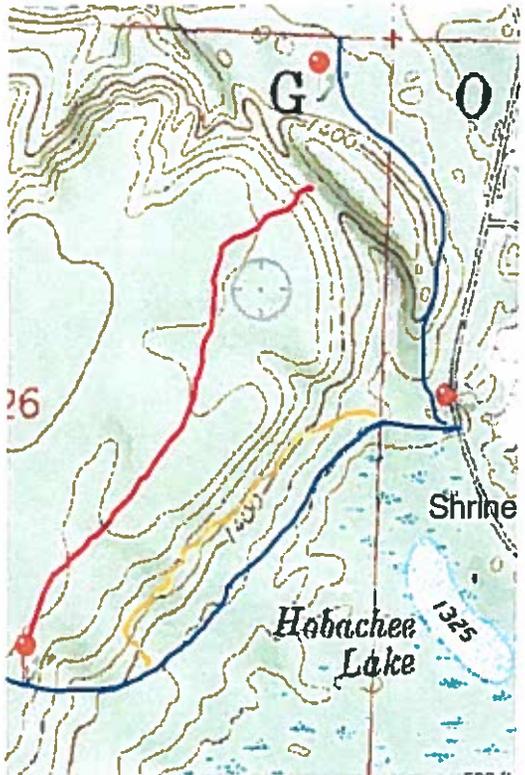


Blue – existing road/2 track

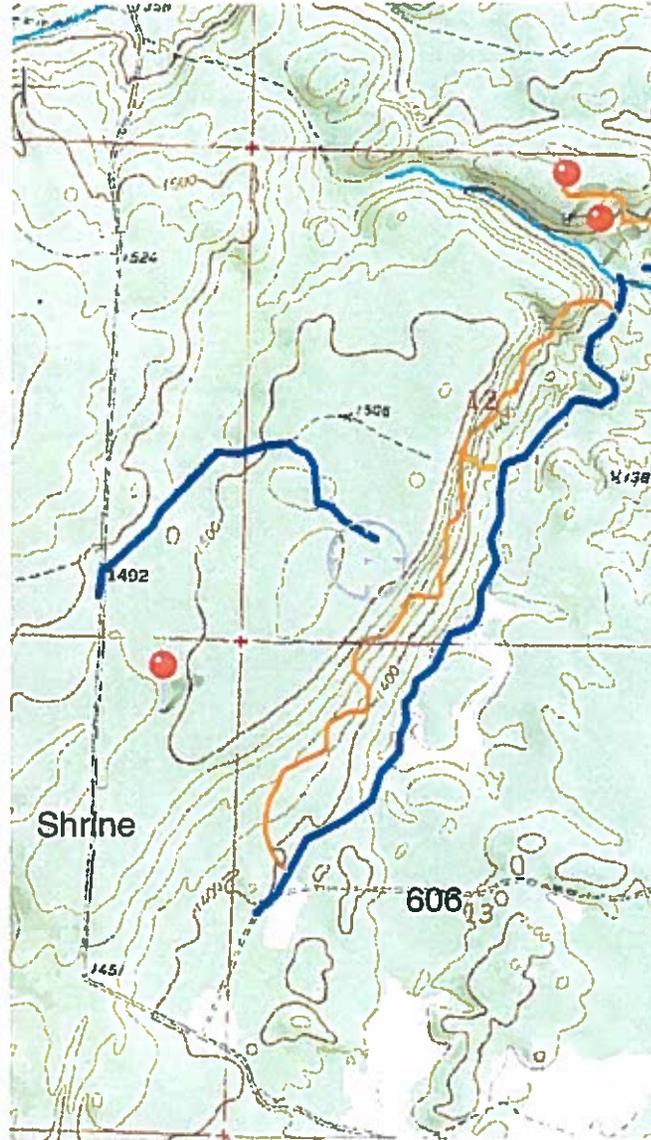
Orange – Proposed OHV trail

Red – OHV expansion possibilities

Acreage of site 2



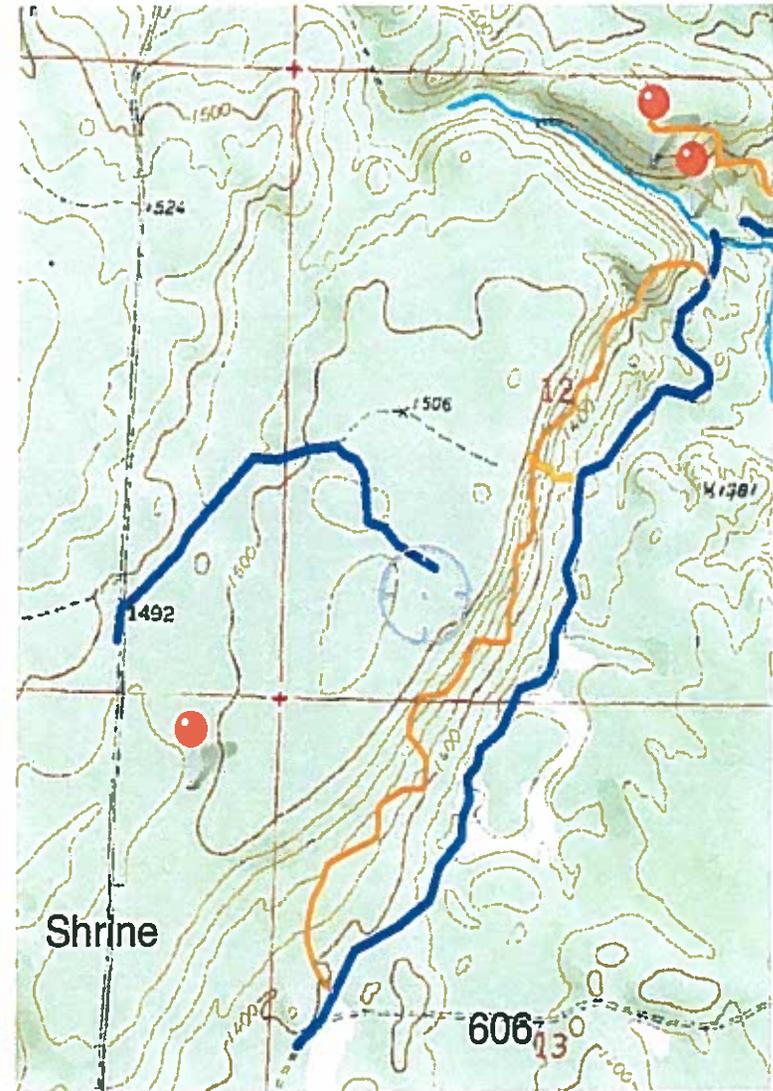
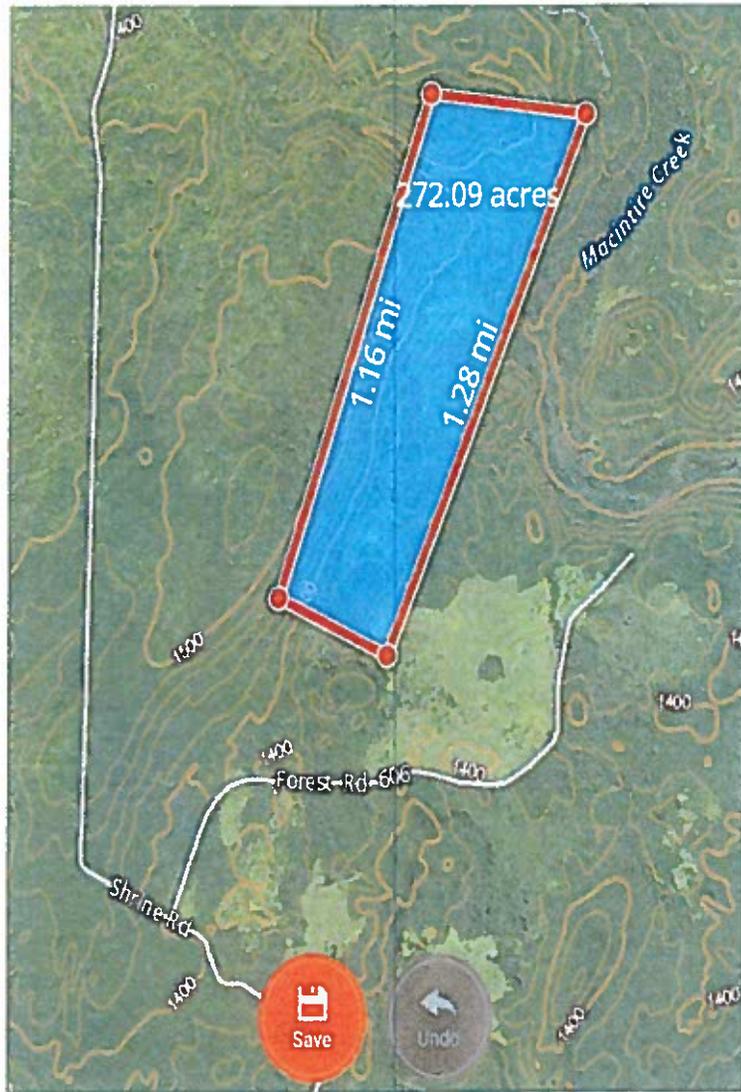
3: Proposed location of OHV trails east of Shrine & north of 606



Blue –
Existing fire
road/2track

Orange –
Proposed
OHV trail

Acreeage of site 3





PRT Contract No.	ON-2020-039
Owner Ref.	Exhibit B

SEEDLING MANAGEMENT CONTRACT

THIS AGREEMENT effective this 16th day of December, 2019 between **MARINETTE COUNTY - FORESTRY AND PARKS** ("Owner"), of 501 Pine Street, Peshtigo, WI, 54157, USA and **PRT USA INC.** ("PRT"), of #101 – 1006 Fort Street, Victoria, British Columbia, V8V 3K4, Canada.

BACKGROUND:

The Owner has agreed to engage PRT to cultivate a minimum number of seedlings as summarized below for the initial term of this agreement and detailed in Schedule "A", on the terms and conditions of this agreement:

YEAR AND TIME OF SOWING	YEAR AND TIME OF DELIVERY	MINIMUM NUMBER OF SEEDLINGS (K)
Spring 2020	Spring 2021	73.800
		73.800

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1 RELATIONSHIP

- 1.1 Engagement. The Owner hereby engages PRT and PRT hereby accepts such engagement, for the purpose of providing the management services described in section 3.2 on the terms and conditions of this agreement.
- 1.2 Relationship. PRT and the Owner will at all times remain independent parties and are not, nor will they represent themselves to be, partners or joint venturers.

2 SUPPLY OF SEED

- 2.1 Seed Supply. The Owner will supply all seed from which it desires PRT to grow and deliver seedlings.
- 2.2 Title. Title to all seed supplied by the Owner and to all propagules and seedlings produced from such seed (the "Seedlings") will remain with the Owner throughout the initial term and any renewal term of this agreement, except as otherwise provided in this agreement.
- 2.3 Acquisition of Seed by PRT. If the Owner requests, and PRT agrees, to obtain the seed contemplated by this agreement, PRT will do so solely as the agent for the Owner and will have no obligation to the seed supplier or to the Owner, except as such agent. All seed so acquired for the Owner will be deemed for all purposes to be seed supplied by the Owner.

3 MANAGEMENT SERVICES

- 3.1 Nursery. PRT will manage the growth of the Seedlings at the nursery or nurseries specified in Schedule "A" or such other nursery facility as may be agreeable to the Owner (the "Nursery").
- 3.2 Services. PRT will perform the services (collectively, the "Management Services") of seedling production for the Owner and any other services included in Schedule "A" of this agreement.
- 3.3 Specifications. PRT will perform the Management Services in such a manner as to deliver to the Owner the Seedlings in the quantity, species, stock types and seedlots set out in Schedule "A". PRT further agrees to deliver the Seedlings in conformity with the specifications set out in Schedule "A" and the following further specifications (collectively, the "Specifications"):
- a) the Seedlings will be in a morphological and physiological condition which is acceptable to the Owner, acting reasonably;
 - b) the Seedlings will be substantially free of disease, pests, chlorosis and mechanical damage; and
 - c) the Seedlings may have been treated only with pesticides registered under the Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) and approved under such Act for application upon forest seedlings and applied in accordance with the manufacturer's specifications.
- 3.4 Supply of Materials. PRT will have the sole and exclusive right to determine the manner in which the Management Services are provided by it and shall supply, at its own expense, all materials other than the seed required for the provision of such Management Services.
- 3.5 Inspection. The authorized representative of the Owner will have a right of access to the Nursery premises at mutually agreed times, for the purpose of inspecting the Seedlings, including verifying completion of sowing and inventories of the Seedlings and in order to complete a final inspection.

4 TERM AND TERMINATION

- 4.1 Term. The initial term of this agreement will commence on the effective date shown on page one and will end on the date on which the Seedlings have been delivered to the Owner, or are deemed to have been abandoned by the Owner under this agreement, unless terminated earlier in accordance with the terms of this agreement. The parties may renew this agreement for one or more renewal terms by signing a revised Schedule "A" and attaching it to this agreement, which revised Schedule "A" will form part of this agreement and be deemed to be the Schedule "A" referred to herein. Each such renewal term will commence on the date on which the revised Schedule "A" is signed by both PRT and the Owner and will end on the date on which the Seedlings under the revised Schedule "A" have been delivered to the Owner, or are deemed abandoned by the Owner under this agreement, unless terminated earlier in accordance with the terms of this agreement.
- 4.2 Termination. If the Owner fails to make any payment required to be made under this agreement, and fails to remedy such breach within thirty (30) days of receipt of written notice from PRT requesting remedy thereof, PRT may, at its option, terminate this agreement without further notice to the Owner. In the event of such termination, the Owner will pay forthwith to PRT an amount equal to the Fees (as defined below) in full less any instalment payments previously received by PRT, and the Seedlings shall be deemed to have been abandoned to PRT.

5 DELIVERY

- 5.1 Delivery. PRT will deliver the Seedlings to the Owner F.O.B. the Nursery, or at such other location as is mutually agreeable to the Owner and PRT, before the delivery date set out in Schedule "A" (the "Delivery Before").
- 5.2 Shipment. PRT will mark all shipping containers with the planting stock description and box quantities (including species, age, stock type and seedlot) and will provide the Owner with shipping invoices showing the number of

Seedlings, by species and stock types, and the pesticide uses and dates of application with each shipment.

6 REPORTING

- 6.1 Samples. At the Owner's request PRT will deliver samples of the Seedlings, provided that such samples will not exceed, in the aggregate, one-half of one percent (0.5%) of any of the seedling types specified in Schedule "A".
- 6.2 Reports. PRT will deliver reports to the Owner containing such details and information regarding the Seedlings as may reasonably be requested by the Owner.
- 6.3 Pesticide Reporting. PRT will maintain, and will make available to the Owner at the Owner's request, a complete and itemized written record of pesticide applications made to the Seedlings, including chemicals, dates, and rates of applications used.
- 6.4 Written Inventory. PRT will maintain, and will deliver to the Owner not less than twice during the crop cycle, a written inventory of the Seedlings and will advise the Owner of any material event which is likely to have a significant adverse impact on the physical condition or inventory of the Seedlings.

7 PAYMENT FOR MANAGEMENT SERVICES

- 7.1 Fees. In consideration of the Management Services, the Owner will pay PRT the management fees set out in Schedule "A" plus applicable taxes payable on such fees, which fees will be based on the number of Seedlings delivered (in aggregate, the "Fees"). All dollar amounts shall be in U.S. dollars unless otherwise specified.
- 7.2 Payment Schedule. The Owner agrees to pay the Fees in installments, in accordance with the payment schedule set out in Schedule "B". The Owner agrees to make all payments on PRT's standard invoice terms and in lawful U.S. Funds by Electronic Funds Transfer (EFT) or by check on bankers' draft negotiable by PRT without fee at a Canadian or U.S. chartered bank designated by PRT.
- 7.3 Excess Payments. If, on the Delivery Date, the aggregate instalment payments made to PRT exceed the Fees owing for the Seedlings actually delivered on the Delivery Date, PRT will repay the amount of such excess to the Owner within 30 days of such date.
- 7.4 Holding Over Fee. If the Owner fails to accept any or all of the Seedlings on the Delivery Date as specified in Schedule "A" and the Seedlings have met the Specifications by such date, then the Owner shall pay to PRT, upon invoice, the amount of accrued and unpaid Fees as at the Delivery Date plus a sum equal to five percent (5%) of the Fees for each additional month or portion thereof during which the Owner does not take delivery of the Seedlings. The additional fee shall be payable upon delivery of the Seedlings.

8 EXCESS PRODUCTION AND ABANDONMENT

- 8.1 Excess Seedlings. If PRT produces Seedlings in excess of the quantities specified in Schedule "A" ("excess seedlings"), then PRT will offer such excess seedlings to the Owner at a fee per seedling equal to the fee set out in Schedule "A" for similar stock. If the Owner does not accept the excess seedlings within sixty (60) days following the lift date for the excess seedlings, it will be deemed to have abandoned all of the excess seedlings to PRT as of the Delivery Date.
- 8.2 Excess Seedlings – Mandatory Contract Overruns. The Owner agrees to accept Excess Seedlings identified as Mandatory Contract Overruns at a fee per seedling equal to the fee set out in Schedule "A" for similar stock. Mandatory Contract Overruns are defined as those excess seedlings required to complete the packaging of one full box of an order over the original contracted requested seedlings

- 8.3 Failure to Accept Seedlings Meeting Specifications. If, for any reason, the Owner does not take delivery of the Seedlings on the Delivery Date, except only by reason of the failure of PRT to make delivery available in accordance with the terms of this agreement, and if the Seedlings meet the Specifications, the Seedlings will be deemed to have been abandoned to PRT by the Owner upon the expiration of fifteen (15) days from the Delivery Date provided that prior to the expiration of such 15 day period the Owner has not notified PRT that it wishes to engage PRT, and PRT accepts this engagement, on a holding over basis on the terms set out in paragraph 7.4.
- 8.4 Seedlings Not Meeting Specifications. The Owner is not obligated to accept delivery of any of the Seedlings which do not meet the Specifications. However, the Owner may agree to accept such seedlings on such other terms as are mutually acceptable to the Owner and PRT. If the Owner does not accept such seedlings on the terms of this agreement or such other terms upon which PRT and the Owner may agree:
- a) the Owner will be relieved of its obligation to pay that portion of the Fees directly related to the non-conforming seedlings and will be entitled to a refund of all instalment payments made in respect of such seedlings. PRT will make such refund payments to the Owner within 30 days of the expiration of the initial term or, as applicable, any renewal term, of this agreement and PRT will be entitled to set-off any such refund payments against Fees payable by the Owner to PRT under this agreement; and
 - b) the Owner will be deemed to have abandoned such non-conforming seedlings to PRT as of the planned Delivery Date or the date of notification of abandonment, whichever is earlier, without any right of compensation therefor.
- 8.5 No Obligation to Account. When used in this agreement the term "abandonment" (and any variations thereof) means that the Owner has abandoned to PRT absolutely all of the Owner's right, title and interest in and to the Seedlings for all purposes and except as otherwise expressly provided herein, with no right of compensation therefor or refund of Fees. PRT will not be obliged to account to the Owner in any fashion for the use made or proceeds of the Seedlings abandoned to PRT under the terms of this agreement.

9 LIMITED WARRANTY

- 9.1 Seedling Survival. PRT warrants to the Owner that seedlings produce under the terms of this Agreement and which are subject to cold storage at a PRT cold storage facility or other agreed upon cold storage facility shall be capable of ninety percent (90%) or greater survival, as determined by potting tests, when shipped to the Owner.

In the event that seedlings are not capable of survival as described, PRT agrees to advise the Owner immediately, and further agrees to provide sufficient seedlings to make up the balance to one hundred percent (100%) of the original delivered amount, as soon as possible, and not later than two years after the originally planned shipping date.

Except as specifically provided in this Section 9, there are no warranties, express or implied, in connection with the sale or survivability of the seedlings or the provision of management services hereunder, and all warranties, including warranties or merchantability or of fitness for a particular purpose, are hereby disclaimed.

10 NOTICES

- 10.1 Notices. Any notice or report or other communication required to be given by either party to this agreement will be given in writing and will be deemed to have been duly given if delivered by hand or by verified facsimile, or upon the third business day after the communication has been delivered to Canada Post or the U.S. Postal Service, whichever may be applicable, postage prepaid, for delivery by registered mail to the other party at the address set out on page one.

10.2 Authorized Official. The Owner will appoint an authorized official with complete authority to exercise all discretion of the Owner provided for in this agreement and to conduct all inspections, approve all documents and otherwise communicate with PRT under this agreement and will specify such authorized official in Schedule "C". PRT will not be obliged to look to any further authority for the purposes of this agreement than the designation of the authorized official in Schedule "C". If the Owner fails to appoint an authorized official, or to replace such authorized official when necessary and to notify PRT of such replacement, the President of the Owner (or the signatory to this agreement if the Owner is not a corporation) will be deemed to be the authorized official.

11 GENERAL CONDITIONS

- 11.1 Governing Law. This agreement will be governed by and interpreted in accordance with the laws of the State of Wisconsin, U.S.A. and the parties hereby attorn to the jurisdiction of the Marinette County Circuit Court, Marinette County Wisconsin in the event of the submission of any dispute to litigation.
- 11.2 Time of Essence. Time will be of the essence of this agreement.
- 11.3 Entire Agreement. This agreement constitutes the entire agreement between the parties and there are no representations, warranties, collateral contracts, conditions or terms, express or implied, other than included herein.
- 11.4 Force Majeure. PRT will not be liable to compensate the Owner in any manner if PRT is unable to deliver the Seedlings or any part thereof by reason of Acts of God or of the public enemy, wars, insurrection, riot, crop failure, failure of seeds to germinate, loss of seedlings by fungus or other disease, insects or other pests, fire, flood, strikes or other industrial dispute or any other cause beyond its control; provided that if any such event does not cause total destruction of the Seedlings, PRT will deliver and the Owner will accept such portion of the Seedlings as have grown and met the Specifications and the Owner will pay to PRT a proportional amount of the Fees.
- 11.5 Limited Liability. PRT's liability for damages to the Owner for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, will be limited to the Fees. In no event will PRT be liable for any lost profits or savings, or for incidental, consequential, punitive or exemplary damages, regardless of the form of action, even if PRT has been advised of the possibility of such damages, or for any claim against PRT by any other party.
- 11.6 Survival. This agreement will enure to the benefit of and be binding upon the parties hereto, their personal representatives, successors and permitted assigns as the case may be. This agreement may not be assigned without the prior written consent of the other, provided that PRT may at any time assign this agreement or subcontract the Services or any portion thereof, to any affiliate of PRT.
- 11.7 Severability. If any term of this agreement is partially or wholly invalid or unenforceable, the remainder of this agreement will not be affected and each remaining term will be separately valid and enforceable. The parties hereto agree to negotiate in good faith to agree to a substitute provision which will be as close as possible to the intention of an invalid or unenforceable provision as may be valid or enforceable.
- 11.8 Schedules. For greater certainty, it is specifically agreed and acknowledged that Schedule A, Schedule B, Schedule C and Schedule D attached hereto and separately signed by the parties form part of this agreement.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this agreement on the date appearing below.

Marinette County

By: _____
Authorized Signatory

Date: _____

PRT USA Inc.

By: _____ *Sylvain Montpellier* _____
Authorized Signatory

Date: _____ 12/16/2019 _____



**Schedule A
SEEDLING MANAGEMENT CONTRACT**

PRT Contract No.	ON-2020-039
Date	December 16, 2019
Owner Ref.	

BETWEEN: **Marinette County - Forestry and Parks**
AND: **PRT USA Inc.**

Order	Grow Nursery	Product	Seedlot	Year & Time of Sowing	Delivery Before	Season of Planting	No. of Seedlings (K)	Mgmt Fee / Seedling (CAD\$)	Order Value (CAD\$)	Stock Specifications		
										Target HT (cm) RCD (mm)	Minimum HT (cm) RCD (mm)	Max HT (cm)
2020ONBT570	PRT Brighton	PR PSB 311 1+0	Zone 26 Lot 3994	2020 Mar	Nov 15, 2020	SP 2021	73.800	0.1670	\$12,324.60	14 2.3	8 1.7	20
TOTAL for ON-2020-039 :							73.800		\$12,324.60			

GENERAL SEEDLING SPECIFICATIONS

Seedlings: Substantially free of any diseases, insects, chlorosis, or mechanical damage.
Shoots: Shall not be forked from the base and will have a clearly dominant leader.
Roots: Seedlings shall have a sufficient amount of roots to make an extractable plug.

DELIVERY SPECIFICATIONS

Dates: Delivery dates are defined by the Season of Planting:
Summer (SU) – between June 15 and not later than August 31.
Fall (FA) – between September 1 and not later than October 15.
Winter/Spring Cold Stored (WI/SP) – not later than June 30.

TRANSPORTATION

Transportation to cold storage facility is included in the seedling price.
Delivery to the field is included in the seedling price in full loads at one location.

ADJUDICATION

Seedlings not meeting physiological specifications shall number no more than 6% of the total seedlings.

On-site refrigerated van is not included in the seedling price. It must be sourced, supplied and maintained by the Owner of the seedlings.

COLD STORAGE

Cold storage included in Management Fee per seedling.

OVERRUNS

Shall be at 100% of the Management Fee/Seedling.

INITIALS	Owner	PRT <i>SM</i>
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**Schedule B
SEEDLING MANAGEMENT CONTRACT**

PRT Contract No.	ON-2020-039
Date	December 16, 2019
Owner Ref.	

BETWEEN: **Marinette County - Forestry and Parks**
 AND: **PRT USA Inc.**

CONTRACT SEEDLING PAYMENTS

Product	Seedlings (K)	Price	Contract Value (CAD\$)	Payments		
				Month	%	Amount (CAD\$)
PR PSB 311 1+0	73.800	0.1670	\$12,324.60	2021 Jan	100 %	\$12,324.60
						\$12,324.60
TOTALS:	73.800		\$12,324.60			\$12,324.60

PAYMENTS SUMMARY

2021 Jan	\$12,324.60
2021 Total:	\$12,324.60
CONTRACT TOTAL:	\$12,324.60

INITIALS	Owner	PRT
		SM



Schedule C
SEEDLING MANAGEMENT CONTRACT

PRT Contract No.	ON-2020-039
Date	December 16, 2019
Owner Ref.	

BETWEEN: Marinette County - Forestry and Parks
AND: PRT USA Inc.

AUTHORIZED OFFICIALS

The **OWNER** hereby designates as its authorized official(s) for all purposes under the contract:

Name : Marcus Isaacson
Position :
Address : 501 Pine Street
Peshtigo, WI
54157
USA

Name :
Position :
Address :

Tel. No : (715) 732-7525
Fax No :

Tel. No :
Fax No :

PRT hereby designates as its authorized official(s) for all purposes under the contract:

Name : Sylvain Montpellier
Position : Customer Support Representative
Address : P.O. Box 757
Dryden, ON
P8N 2Z4
Tel. No : (807) 371-0126
Fax No : (807) 937-8364

OWNER
<i>DELIVERED BY:</i>

<i>DATE :</i>

PRT
<i>ACCEPTED BY:</i>
_____ <i>Sylvain Montpellier</i>
<i>DATE :</i>
_____ 12/16/2019



**Schedule D
SEEDLING MANAGEMENT CONTRACT**

PRT Contract No.	ON-2020-039
Date	December 16, 2019
Owner Ref.	

BETWEEN: **Marinette County - Forestry and Parks**
 AND: **PRT USA Inc.**

PLANNED PACKAGING REQUIREMENTS

Product	Req (K)	Box Size	Liner	Sdlg / Box	Orientation	Cold Storage Location	Price Type	Price (CAD\$)	Unit	Value (CAD\$)
PR PSB 311 1+0 SP 2021	73.800	16x12x18	WH POLY	600	HRZ	PRT Great Lake States Cold Storage				
GRAND TOTAL:	73.800									\$0.00

INITIALS	Owner	PRT <i>SM</i>
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1045845 WPSC

DOCUMENT NUMBER

ELECTRIC DISTRIBUTION EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **Marinette County** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation, along with its successors and assigns ("Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto said Grantee the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, inspect, remove, replace, or abandon in place all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric energy is now or may hereafter be used, and for communication upon, across, within, over and/or beneath certain "Easement Area(s)" as shown below, or on attached exhibit, on land owned by said Grantor, described as follows, to-wit:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
004-00725.000

All that part of the private road know as Taylor Street, described in Marinette County Register of Deeds Jacket 1690 on Image 22, recorded as Document Number 446547, being part of the Southeast Quarter of the Southeast Quarter (SE 1/4-SE 1/4) of Section 30, Township 34 North, Range 19 East, **Town of Athelstane, County of Marinette, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

Grantor acknowledges that the measurements used in the above description are approximate. Grantor agrees that the actual location of Grantee's Facilities as built and installed will be controlling as to the location of the easement granted.

Grantor grants to the Grantee the perpetual right, privilege, and easement to enter upon the Easement Area for the purpose of constructing, installing, operating, maintaining, inspecting, removing, replacing, or abandoning in place the Facilities. The Grantee shall have the right to enter on and across any of the Grantor's property outside of the Easement Area as may be reasonably necessary to gain access to the Easement Area and as may be reasonably necessary for the installation, operation, maintenance, inspection, removal, or replacement of the Grantee's Facilities. Except in the event of an emergency, Grantee shall make reasonable efforts to notify the Grantor before going upon Grantor's property outside of the Easement Area.

Grantee agrees to restore any part of the surface of the real estate which is damaged by the construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Facilities, to approximately the condition of the real estate immediately before such damage occurred. All work performed by the Grantee pursuant to this Easement will be performed in a safe and proper workmanlike manner.

The Grantee shall have the right to control all brush and trees within the Easement Area by cutting, trimming, or other means as may be reasonably necessary, within Grantee's exclusive judgment, to prevent interference with or damage to Grantee's Facilities.

In order to ensure the use of the Easement Area conforms with the Wisconsin Electrical Code and the Grantee's construction standards, the Grantor shall not permit any of the following to occur within the Easement Area without first securing the written consent of the Grantee: (i) construction of any improvements, including buildings or other structures; (ii) placement of any other objects, or (iii) changing of the grade by more than four (4) inches.

Grantee shall indemnify and hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

As provided by Wisconsin Administrative Code § PSC 113.0509, Grantee has provided the Grantor with materials approved or prepared by the PSC describing Grantor's rights and options in the easement process which include an explanation of Grantor's right to have a minimum period of five (5) days to examine the materials unless Grantor voluntarily waives the minimum five (5) day period. Grantor hereby voluntarily waives the five (5) day review period, or acknowledges that Grantor has had at least five (5) days to review the materials before signing this Easement.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

Marinette County

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

Print name & title _____

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Marinette County, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

My Commission expires: _____

This instrument drafted by: R Placek

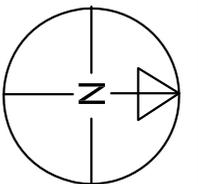
WISCONSIN PUBLIC SERVICE CORPORATION

R/C # Wausaukee-84

LOCATION: Town of Athelstane

RE # 1045845

Exhibit A1



Not To Scale
 Bearings are referenced to NAD 1983 UTM Zone 16N
 Coordinate System.
 Distances shown are approximate.



MatchLine
See Sheet 2



UTILITY EASEMENT



CITY STATE: Ashland, WI
 COUNTY: Marinette TWP: Ashland

WR# 2540845

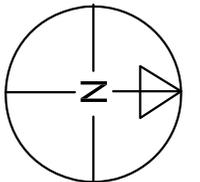
DISTRICT: Ashland
GRID MAP NO.
DESIGN DATE: 02/08/2018
DESIGNED BY: KJL (TRC)
DRAWN BY: ROBERT (TRC)
REVISION BY: TASHAM

LEGEND

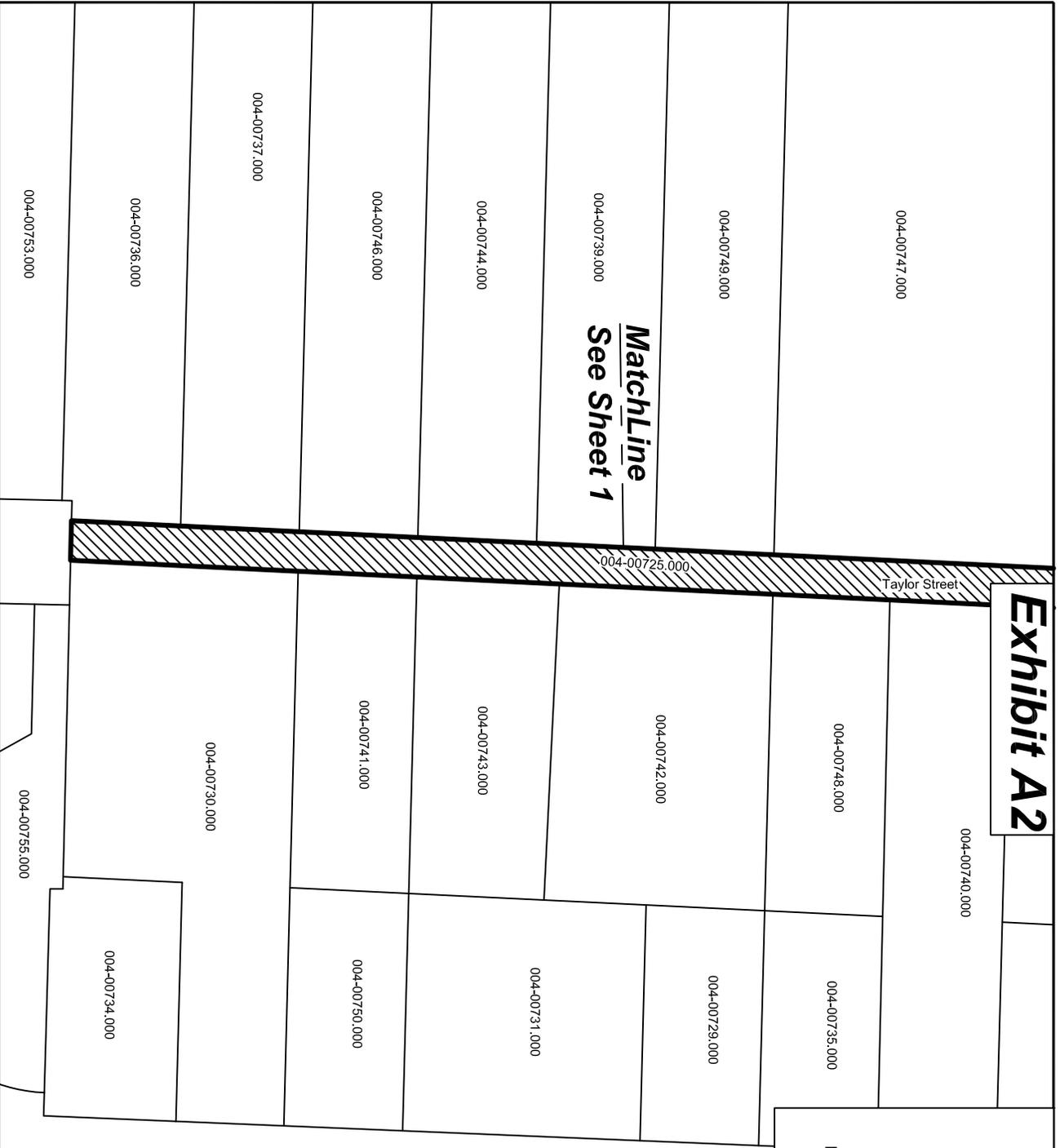
- TPN: Tax Parcel Number
- : Property Corner
- : Easement Center Line
- - - : Reference Bearing Line

SMRP 2020 WSK 3419-29W9 DEER LK RD FROM C	
NO#	REF: 1048845
WR# 2540845	SHEET 1 TOTAL REVISION 0

Exhibit A2



Not To Scale
 Bearings are referenced to NAD 1983 UTM Zone 16N
 Coordinate System.
 Distances shown are approximate.



MatchLine
See Sheet 1

LEGEND

- TPN: Tax Parcel Number
- : Property Corner
- : Easement Center Line
- - - : Reference Bearing Line

UTILITY EASEMENT						CITY: Adams, WI COUNTY: Marinette TWP: Adams		WR# 2540845		DISTRICT: Adams CIRCUIT #: GRID MAP NO.: DESIGN DATE: 02/01/2018 DESIGNED BY: KJG (TRC) DRAWN BY: Robb (TRC) REVISION BY: Talskova		SMRP 2020 WSK 3419-29W9 DEER LK RD FROM C		WCP# WR# 2540845		REF: 1045845		SHEET 2 TOTAL 2 REVISION 0	
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Horseshoe Falls Equestrian Camp and Trail System 5-Year Plan of the Clip Clop Trail Riders January 2020

Increased usage of this camp and trail system has prompted the Clip Clop Trail Riders to update the 5-year plan previously presented. Weather conditions early in 2019 resulted in the closure of many trails throughout Wisconsin. Due to this, trail riders have “discovered” the trail systems in Marinette County.

It is with great pleasure the Clip Clop Trail Riders present this updated 5-year plan.

2020 - 2021

- Install a well at Horseshoe Falls Equestrian Camp.
- Install highlines, 3 picnic tables, and 3 fire rings to the newly established “group site area”.
- Add a new trail, west of camp. Most of this would make use of existing old logging roads, deer trails, and through pine plantations, and return to camp.

Note: There would be no cost to Marinette County for any of this work.

2020 – 2025

Maintain the existing camp and trails. Since many of the current trails utilize old logging roads, it may be necessary (due to logging activity) to re-route and/or re-establish new trails. (In 2019, most trails that utilized riding on the Forest Roads were re-routed to eliminate horse versus vehicular conflicts.)

MARINETTE COUNTY FORESTRY
Timber Contract Revenue

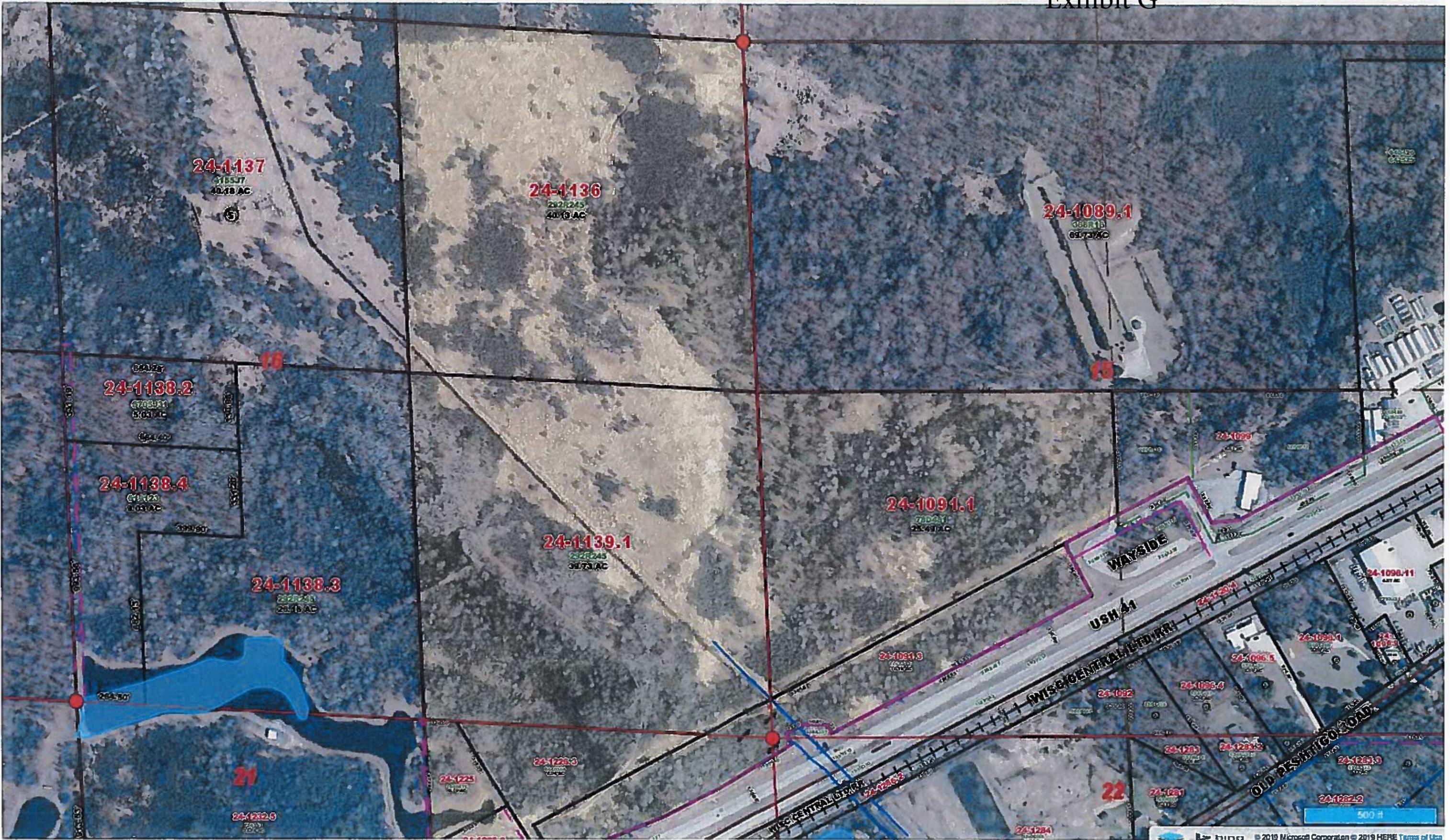
Year 2019

Month	Revenue	Year-to-Date
January	\$ 277,631.66	\$ 277,631.66
February	\$ 201,209.98	\$ 478,841.64
March	\$ 289,029.67	\$ 767,871.31
April	\$ 168,305.06	\$ 936,176.37
May	\$ 196,865.37	\$ 1,133,041.74
June	\$ 322,333.84	\$ 1,455,375.58
July	\$ 604,640.48	\$ 2,060,016.06
August	\$ 484,684.12	\$ 2,544,700.18
September	\$ 243,885.14	\$ 2,788,585.32
October	\$ 247,869.09	\$ 3,036,454.41
November	\$ 172,652.74	\$ 3,209,107.15
December	\$ 228,807.25	\$ 3,437,914.40

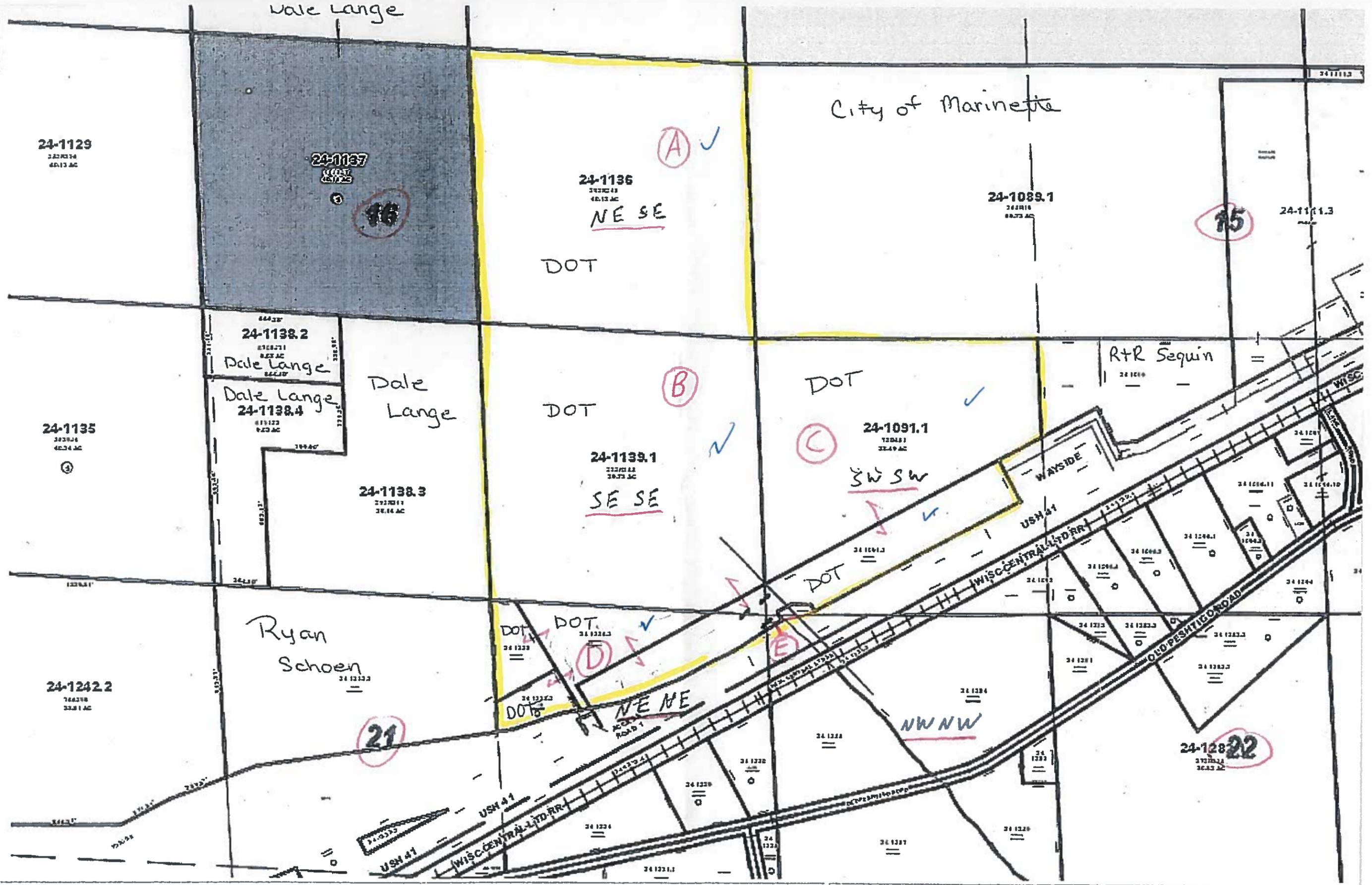
Year 2020

Month	Revenue	Year-to-Date
January	\$ 234,206.52	\$ 234,206.52
February		\$ 234,206.52
March		\$ 234,206.52
April		\$ 234,206.52
May		\$ 234,206.52
June		\$ 234,206.52
July		\$ 234,206.52
August		\$ 234,206.52
September		\$ 234,206.52
October		\$ 234,206.52
November		\$ 234,206.52
December		\$ 234,206.52

Current Status: \$ (43,425.14)
less than last year



500 #



MARINETTE COUNTY PARKS
Camping Fees, Day Use, & Violation Revenue

Year 2019						
Month	46720 Camping Fees	46722 Day Use	45110 Violations	Total Revenue	Year-to-Date	
January	\$ 64,388.62	\$ 104.27	\$ -	\$ 64,492.89	\$ 64,492.89	
February	\$ 14,545.08	\$ 137.45	\$ -	\$ 14,682.53	\$ 79,175.42	
March	\$ 15,227.59	\$ 497.68	\$ -	\$ 15,725.27	\$ 94,900.69	
April	\$ 18,824.25	\$ 1,507.29	\$ -	\$ 20,331.54	\$ 115,232.23	
May	\$ 22,696.68	\$ 8,786.00	\$ 50.00	\$ 31,532.68	\$ 146,764.91	
June	\$ 31,005.42	\$ 25,572.45	\$ 260.00	\$ 56,837.87	\$ 203,602.78	
July	\$ 31,714.99	\$ 27,451.01	\$ 950.00	\$ 60,116.00	\$ 263,718.78	
August	\$ 26,902.60	\$ 29,754.03	\$ 525.00	\$ 57,181.63	\$ 320,900.41	
September	\$ 17,700.52	\$ 14,746.98	\$ 400.00	\$ 32,847.50	\$ 353,747.91	
October	\$ 7,882.83	\$ 12,224.82	\$ 405.00	\$ 20,512.65	\$ 374,260.56	
November	\$ 340.52	\$ 4,111.10	\$ 140.00	\$ 4,591.62	\$ 378,852.18	
December	\$ 2,764.28	\$ 1,526.93	\$ 10.00	\$ 4,301.21	\$ 383,153.39	
	\$ 253,993.38	\$ 126,420.01	\$ 2,740.00			

Year 2018						
Month	46720 Camping Fees	46722 Day Use	45110 Violations	Total Revenue	Year-to-Date	
January	\$ 61,407.60	\$ 241.78	\$ -	\$ 61,649.38	\$ 61,649.38	
February	\$ 13,591.28	\$ 66.36	\$ -	\$ 13,657.64	\$ 75,307.02	
March	\$ 15,550.15	\$ 289.09	\$ -	\$ 15,839.24	\$ 91,146.26	
April	\$ 13,083.64	\$ 900.62	\$ -	\$ 13,984.26	\$ 105,130.52	
May	\$ 22,540.35	\$ 2,891.30	\$ -	\$ 25,431.65	\$ 130,562.17	
June	\$ 30,839.27	\$ 31,703.95	\$ -	\$ 62,543.22	\$ 193,105.39	
July	\$ 33,409.73	\$ 25,529.09	\$ 100.00	\$ 59,038.82	\$ 252,144.21	
August	\$ 31,844.13	\$ 29,059.21	\$ 295.00	\$ 61,198.34	\$ 313,342.55	
September	\$ 20,446.80	\$ 16,373.06	\$ 90.00	\$ 36,909.86	\$ 350,252.41	
October	\$ 9,813.34	\$ 16,910.59	\$ 160.00	\$ 26,883.93	\$ 377,136.34	
November	\$ 2,451.37	\$ 3,677.22	\$ 60.00	\$ 6,188.59	\$ 383,324.93	
December	\$ 983.72	\$ 1,028.45	\$ -	\$ 2,012.17	\$ 385,337.10	
	\$ 255,961.38	\$ 128,670.72	\$ 705.00			

Revenue status	\$ (2,183.71) Less than less year
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