



WISCONSIN LEGISLATIVE COUNCIL RULES CLEARINGHOUSE

Scott Grosz and Jessica Karls-Ruplinger
Clearinghouse Co-Directors

Terry C. Anderson
Legislative Council Director

Laura D. Rose
Legislative Council Deputy Director

CLEARINGHOUSE RULE 13-023

Comments

[NOTE: All citations to “Manual” in the comments below are to the Administrative Rules Procedures Manual, prepared by the Legislative Reference Bureau and the Legislative Council Staff, dated November 2011.]

2. Form, Style and Placement in Administrative Code

a. For consistency with the statutory language, the relating clause should read “state lands” rather than “state land”.

b. The titles of the headings in the Rule Summary should conform to the titles specified in s. 1.02 (2) (a), Manual.

c. In s. NR 1.27, it appears the introduction would be more properly structured as a subsection, as it contains material that is substantive rather than introductory in relation to the following subsections. The department should consider renumbering the introduction as sub. (1) and renumbering the remaining subsections accordingly. This revision would also improve structural consistency with the preceding and related s. NR 1.26.

d. Throughout the proposed rule, subsection titles should be indicated in solid capital letters, as specified in s. 1.05 (2) (c), Manual.

e. Section NR 1.27 (1) should read “Definition”, if it contains only one defined term. The department’s reference to both s. NR 1.21 (2) (b) and (e) to define “cooperating forester” is confusing, since the result is to define “cooperating forester” under s. NR 1.27 (1) as “cooperating forester” and “forester” as defined in s. NR 1.21 (2) (b) and (e). Is the reference to par. (e) necessary? Does the department intend to define “cooperating forester” under s. NR 1.27 (1) to be a “cooperating forester” *or* a “forester” as those terms are defined in s. NR 1.21? Also, s. NR 1.21 (2) (b) itself incorporates separate definitions of “consulting forester” and “industrial

forester;” these terms are therefore incorporated in the s. NR 1.27 (1) definition of “cooperating forester”. The department should revise its definition of “cooperating forester” for purposes of s. NR 1.27, or clarify the relationship of the s. NR 1.27 (1) definition to terms already defined in s. NR 1.21. Additionally, “private contractor” should be defined or distinguished from “cooperating forester” as the terms are used in s. NR 1.27.

f. In NR 1.27 (2), “may include” should replace “including, but not limited to”. [s. 1.01 (7) (d), Manual.]

g. In s. NR 1.27 (2) and (4), the department should review the use of “will” and determine whether “may” or “shall” is an appropriate substitute. [s. 1.01 (2), Manual.]

h. In s. NR 1.27 (4), if “cooperator” is the same as “cooperating forester”, the term “cooperating forester” should be used for consistency. The word “such” should be omitted. If a “contractor” is the same as a “private contractor”, the term “private contractor” should be used for consistency.

5. Clarity, Grammar, Punctuation and Use of Plain Language

In s. NR 1.27 (2), the department should consider clarifying the phrase “are appropriate to contract for on individual timber sales”. For example, the department could use the phrase “are appropriate for inclusion in each individual contract for timber sales”.