

## TIMBER SALE CONTRACT

**THIS CONTRACT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of Vermont, **Choose Correct Department**, hereinafter called the State, and **Enter Contractor Name** of **Enter Contractor's Address**, hereinafter called the Purchaser.

**WITNESSETH**, that in consideration of the premises hereof, the State does hereby sell to the Purchaser and the Purchaser does hereby purchase from the State, a quantity of timber located on the **Enter Name of Property**, Town of **Enter Name of Town**, Vermont, and known as the "**Enter Name of Sale Sale**" and further identified and described on the attached map, hereby sold as hereinafter designated and identified, subject to all the terms, conditions, and stipulations hereinafter set forth:

### The Purchaser agrees:

1. To pay the State a lump sum of **\$Enter Dollar Amount** for **Enter # of Trees** trees designated under the term of this Contract. Payments may be made in **Enter # of Installments** installments. The first installment of **Enter Amount of 1<sup>st</sup> Installment** shall be due the date the contract is signed by the Purchaser. The bid deposit of **\$500.00** may be applied to the first payment, leaving a first installment balance of **\$Enter Balance Amount**. The remaining installments of **\$Enter Remaining Installment Amounts** each shall be due upon demand of the State based on the (\*value, volume, acreage, or schedule of payments) of timber removed or severed. **All payments shall be in the form of a certified check, money order, or bank draft; made payable to the STATE OF VERMONT.**
2. That they have entered into the timber sale contract without any reliance upon the State's acreage estimates, volume estimate, appraisal or pre-bid documentation.
3. That title to all timber, purchased under the terms of this Contract, remains with the State until it has been paid for. The title to all standing or felled timber, which purchaser has paid for and which remains on State lands after the termination or expiration date of this contract, shall revert to the State. Additionally any payments which have been made under this contract at the time of termination may be retained by the State to satisfy the purchaser's failure to complete contractual obligations regardless of the quantity of timber remaining.
4. To post a contract surety, cash bond, or irrevocable letter of credit in the amount of **\$Enter Amount** to be held during the life of this Contract, then to be discharged, or held in whole or in part, as payment for unliquidated damages. **All cash bonds are non-interest bearing and shall be in the form of a certified check, money order, or bank draft made payable to the STATE OF VERMONT. Contract surety bonds and irrevocable letters of credit must be dated to terminate sixty (60) days beyond the contract termination date of Enter Contract Termination Date.**
5. To the State's intent that this sale will be completed by the expiration date of **Select Contract Ending Date**. Extensions will be considered by the State only under extraordinary circumstances. The purchaser shall apply to the State in writing citing the special circumstances, at least one month prior to the expiration date of this contract, if an extension is desired to complete the sale. As conditions to granting an extension, the State reserves the right to:
  - a. Reappraise the Contract prices paid;
  - b. Require payment in full for the unpaid balance of the sale; and

- c. Require the Purchaser to pay the State for any costs of remarking or redesignating the trees in the sale.

The Purchaser has no right to an extension, and the decision to grant an extension, and all terms of any extension, shall be within the State's sole discretion.

- 6. To obtain written permission from the State before cutting trees not originally designated for cutting, such as in the case of operational reasons, and such trees shall be paid for on demand of the State at the rates set forth as follows:

SPECIES/PRODUCT	PRICE (per-MBF/CORD/TON)

**FORESTS, PARKS AND RECREATION FOREST PRODUCT GRADING & SCALING STANDARD**

Species Class	Grade	DBH	CF or Better	Total Height	Dib	Minimum Product Length <sup>1</sup>
<b>Hardwood</b>						
Northern Hardwoods	All sawlog Products	12"	2 CF or better sound/straight	Does not include pallet	10"	8' 4"
White Birch/ Aspen	All sawlog products	12"	2 CF or better sound/straight	Does not include pallet	10"	8' 4"
<b>Softwood</b>						
Spruce/Fir	All sawlog products	8"	Sound/straight	Sawlog height only	6"	8' 4"
White Pine	All sawlog products	10"	Sound/straight (max. 3" knot)	Sawlog height, does not include pine pallet	8"	12' 4"
Hemlock/ Red Pine	All sawlog products	10"	Sound/straight	Sawlog height only	8"	12' 4"

**SPECIFICATION/VOLUME CHART FOR INDIVIDUAL TREATMENT UNITS**

Treatment Unit	Specifications	Acres	Coarse Woody Material Retention Standard (CWM)	Hardwood or Softwood Cords/Acre	Total Cords
1	Silvicultural Treatment – Cutting instructions i.e. all stem ≥2" DBH				
2	Silvicultural Treatment – Cutting instructions i.e. all stem ≥2" DBH				

<sup>1</sup> "Minimum Product Length" means the minimum length of sawlog material as defined by the specifications for the species that was tallied.

Treatment Unit	Specifications	Acres	Coarse Woody Material Retention Standard (CWM)	Hardwood or Softwood Cords/Acre	Total Cords
3	Silvicultural Treatment – Cutting instructions i.e. all stem ≥2” DBH				
4	Silvicultural Treatment – Cutting instructions i.e. all stem ≥2” DBH				
5	Repeat as for as many different Treatments				
Remaining areas – as marked					

**Include the following section only if the sale is part of the Vermont Wood Warms Firewood Initiative. Language below will need to be modified to fit specific situations.**

7. Special Bidding Considerations

This timber sale is part of the State of Vermont’s “Wood Warms” firewood initiative. The following conditions are designed to supply fuelwood to a concentration yard where it can be processed and distributed to needy Vermonters:

- a. **Enter # of cords** cords of log length, processor quality, firewood from this or another job will be delivered to the **Enter Name of Yard** located at **Enter Location** by **Choose Date**. A deduction of **Enter \$ Amount [District determines deduction based on going price for firewood, trucking distance, etc.]** was made in the minimum bid to reflect this requirement. The State emphasizes that this is only an estimate and each bidder should make a personal determination as to the cost and reflect that cost in their submitted bid price. Purchaser will need to load and unload the wood.
- b. The wood delivered shall be suitable for firewood as determined by the State. It shall be at least 8 feet long, sound and free of rot and decay. **All firewood delivered must be at least 6” in diameter at the small end and shall not exceed 16” in diameter at the large end. Softwoods, aspen, white birch or basswood will not be accepted.** Firewood delivered will be processor quality and well-trimmed. Wood with excessive sweep and crook or forks will not be accepted.
- c. Trip tickets provided by the State and completed by the Purchaser, must accompany each load of firewood delivered, and must include the Purchaser’s name and contact information; the name of the sale, number of cords delivered, and must be signed by a person authorized by **Enter Authorization Authority**. One copy shall be submitted to the Forester-in-charge and one shall be retained by the Purchaser.
- d. The State reserves the right to check-scale and/or weight scale any and all loads of firewood to ensure accurate measurement. Scale as determined by the State shall be final.

8. Road Construction and Mobilization:

***Optional conditions are in italics. Delete when not using or take off italics when using the condition(s).***

- a. This sale may be operated on dry, snow covered or frozen ground as determined by the Forester-in-charge. **(Add specific conditions related to season of operability here.)**
- b. To obtain all necessary state and local permits required to operate this sale, (trucking permits, etc.), and pay all taxes assessed against logs or other products associated with this sale.
- c. All logging and earth moving equipment and transports shall be cleaned and free of dirt and plant material prior to entering on to state property. The intent of this condition is to reduce the potential for the introduction of non-native plant materials. No allowance was made in the sale price for this requirement. Purchaser shall inform the forester-charge of the date and time of equipment move-in for visual inspection purposes.
- d. *Main skid trails have been located on the ground by the State and shall be constructed and maintained as directed by the Forester-in-charge.) (Main skid trail locations will be determined during the presale conference with the successful bidder and the Forester-in-charge.) (Skid trails will be kept to a minimum both in number and width.)*
- e. For all activities associated with this timber sale and the time period covered by this timber sale contract, the Purchaser shall comply with Vermont's water quality statutes and the "Acceptable Management Practices for Maintaining Water Quality of Logging Jobs in Vermont" dated October 22, 2016, and at a minimum, shall employ the Acceptable Management Practices to the maximum practicable extent. The State upon request of the Purchaser will provide a copy of the above-referenced document. Compliance with all State and Federal rules and regulations regarding erosion control, water quality, and wetland protection is required.
- f. Before operations begin, there will be a pre-sale conference on site between the Purchaser and the State to discuss specific sale conditions. Whenever the sale is operating and the Purchaser is not present, Purchaser shall designate an agent to be responsible, and identify the agent to the State. The Purchaser shall further notify the State before starting, suspending, or closing operations of the sale.
- g. To construct to the following specifications: **Enter Specifications (\*Check Prospectus for specifics relating to equipment size, who supplies culverts, bridge specifics, gravel sizes, and cubic yards)** under the direction of the State and complete it by **Choose Completion Date.**

9. General Conditions:

***Optional conditions are in italics. Delete when not using or take off italics when using the condition(s).***

- a. Harvest (sale) area is designated by **Enter how sale area is delineated – triple stripe, etc..**

- b. Whole tree harvesting **Select May or May Not** occur. Restrictions are as follows:  
**Enter Restrictions. For sales with patch/clear cutting and whole tree harvesting, include conditions for retention of CWM.**
- c. Not to sever or damage trees not designated for cutting, and that undesignated trees damaged or severed unnecessarily, as determined by the State, during the harvesting operation shall be paid for at three (3) times the rate set forth in paragraph 6.
- d. To sever and utilize all designated trees to (\*some set standard: e.g., Enter # of inches inches top diameter; maximum extent of merchantability; Enter # of inches inches top diameter which shall be severed before skidder attachment). In areas designated as (\*clearcuts or diameter limit over Enter # of inches inches DBH) felling of nonmerchantable trees shall not fall behind harvest operations.
- e. Tops from all felled trees (**within 50 feet of main skid trails and recreational trails; \*throughout balance of sale area shall be lopped to within Enter # of feet feet of the ground; \*tops shall be severed by Enter # diameter and left where they fall except as noted above**). Tops from felled trees shall not be left hanging on standing trees.
- f. To comply with 10 V.S.A. § 2648 (slash removal), to remove all slash within fifty (50) feet of the right-of-way of public highways and adjoining property lines and within one hundred (100) feet of standing buildings on adjoining property. *In addition slash shall be removed from all streams.*
- g. All log landings, skid trails, and truck roads shall be located where designated by the State. Travel surfaces and drainage on skid trails and truck roads shall be maintained in a condition satisfactory to the State at all times. A **Enter Equipment Needed** will be required for **(sale closure and/or landing cleanup and/or temporary stabilization of truck roads and skid trails)**. This includes the stabilization of truck roads, skid trails and water crossings to prevent erosion or runoff if the sale extends for more than one operating season, or is inactive for an extended period of time.
- h. All trash, waste oil, hydraulic fluid, gasoline, and any other hazardous waste shall be collected, removed from the site daily, and properly disposed of. **(One trash barrel shall be kept on the landing for trash disposal.) [District has option to require trash barrel, must be included in prospectus.]**
- i. The State reserves the right to prescribe and impose any operating constraints or conditions deemed necessary to prevent damage to the State's property, infrastructure, site, residual stand, and regeneration. The State also reserves the right to regulate the type, speed, and manner of operation of all equipment used by the Purchaser.
- j. All documented and undocumented historic remnants are considered a resource and will be protected from disturbance. Historic remnants include but are not limited to cellar holes, wells, kilns, burial sites and other evidence on the landscape of past human occupation. **Choose Correct Historic Remnant Statement**. Purchaser shall notify the State of any historic remnants discovered during the operation of the sale

and avoid disturbance of these historic resources pending specific instructions from the State.

- k. *Stone walls are shown on the sale area map along with designated crossing areas for equipment. Where a stone wall may be breached for temporary equipment, passage is designated on the map and flagged on the ground with **Enter Color of Flagging** flagging. If a breach is needed, Purchaser shall remove and retain stones to create the minimum necessary opening. The stones shall be replaced as part of sale close-out activities.*
- l. *Skid trails will not be placed in wet areas to avoid mud and substantial rutting. Should marked trees be unreachable given the clause, consult with the Forester-in-charge.*
- m. *Spring poles and slash will be treated to contract specifications as the cutting progresses rather than being saved for the end of the job.*
- n. It may be desirable, for operational reasons, to mark additional merchantable trees at the time the sale is in progress. With Purchaser's agreement, such trees may be marked and cut and the Purchaser billed, at contract prices, for any additional volumes.
- o. To prevent excessive road damage or erosion during spring breakup or extended periods of wet weather, the Purchaser agrees to suspend all operations or portions of the operation upon notification by the State that such conditions exist. The State agrees to notify the Purchaser promptly when conditions are satisfactory for operations to resume.
- p. To suspend all operations or portions of the operation if excessively wet, dry, or hazardous conditions develop, and/or upon notification by the State, and not resume operations until notified by the State that conditions are satisfactory to resume.
- q. If deemed necessary due to weather or other conditions by the Forester-in-charge, temporary waterbars will be installed and landings will be temporarily blocked.
- r. In the event that the Purchaser fails to satisfactorily complete the sale according to the terms of the contract, the performance bond may be retained in whole or in part, to cover any costs or damages associated with the sale.

10. Special Operating Conditions:

***Optional conditions are in italics. Delete when not using or take off italics when using the condition(s).***

- a. *The site of **Enter Historic Remains** has been identified and a protective area surrounding it has been designated in **Enter Color of Flagging** flagging and it is outlined on the map provided for the sale. Felling of trees and equipment operation will not occur inside this perimeter without the consent of and conditions specified by the State.*

- b. *The State shall provide and install signage to warn recreational users of possible hazards. It shall be the responsibility of the Purchaser to ensure that the signs remain intact and visible while the sale is operational.*
- c. *Truck road serves as a corridor trail for snowmobiles. During the snowmobile season, no trucking or skidding allowed on these trails during weekends and holidays. Sale activities cannot block trail. **(In high use areas, consider more specificity on times and dates of restriction.)***
- d. *A portion of \_\_\_\_\_ is a secondary snowmobile trail; sale activities cannot block trail. No skidding allowed on this trail on weekends and holidays during snowmobile season.*
- e. *Due to recreational use, no trucking of forest products will be allowed from 3:00 p.m. on Friday to 3:00 p.m. on Sunday or on any legal holiday. **(Specify, location, type, and extent of use causing the restriction.)***
- f. *Log-reinforced waterbars will be installed at designated locations prior to operations. Main skid trails susceptible to erosion may require log-reinforced waterbars at any time.*
- g. *In units \_\_\_\_ (X acres in total) all stems greater than 2" DBH shall be severed. Retention trees within patch cuts are marked with a \_\_\_\_\_ "X" and a stump spot and shall not be cut. In the \_\_\_\_-acre \_\_\_\_\_, the Purchaser shall take measures to protect the \_\_\_\_\_ regeneration in the understory.*
- h. *Tree heights are a concern, and the State shall reserve the right to limit length of material skidded should residual damage or regeneration damage become a problem. **(Add maximum length to be skidded if predetermined. Give whole tree harvesting specifications if any is allowed.)***
- i. *Several wet seeps (or pools, etc.) are present on the sale area. The location of these seeps will be identified by the Forester-in-charge to the sale operator. Equipment must remain outside of these areas at all times and trees must be felled away from the seeps.*
- j. *Areas witnessed with a double\_\_\_\_\_ stripe and an "S" on border trees are equipment exclusion areas designated to protect seeps, streambanks, and other sensitive sites. Designation marks will be located on the outside edge of the feature.*
- k. *Care should be taken in felling trees to protect the advanced regeneration of **(insert species) (delineate these areas on the ground).***
- l. *Slash shall also be completely removed from roads and improved trails as designated on attached sale map.*

11. Closeout Conditions:

***Optional conditions are in italics. Delete when not using or take off italics when using the condition(s).***

- a. During the close of operations, the Purchaser shall employ "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" dated October 22, 2016, to the maximum practicable extent and, at a minimum, shall remove all non-permanent structures from streams, and restore and stabilize the streambank and channel. All areas of exposed soil shall be seeded and mulched (with seed-free straw mulch) a minimum of 50 feet on each side of the stream crossing, at the rates specified below.
- b. All truck roads and skid trails shall be smoothed, water barred, and left in a condition satisfactory to the State at the earliest possible time **or, Insert Date Excluding year i.e., July 1, whichever is sooner**, and all water crossings will be removed and stabilized as specified by the State when ground conditions permit. **(Purchaser may be required to barricade certain roads to prevent unauthorized travel.)**
- c. Upon completion of operations, all landing areas will be bulldozed to mineral soil; smoothed with butts and pieces removed as directed by Forester-in-charge; and seeded and mulched at the following rates:

**Enter Type of Seed Mix**

Straw

**Enter # of lbs** lbs/acre

60 bales/acre

**If there is no allowance, use this clause and delete sentence below.** No allowance was made in the sale price for landing clean-up.

**If there is an allowance, use this clause and delete above sentence.** An allowance of \$\_\_\_\_\_ was made in the sale price of landing clean-up.

- d. *If existing landings are expanded, they will be stumped, smoothed, and seeded at close. If excavation is required to level the site, topsoil will be set aside to be re-spread at close. Perimeter ditching may be required. All landing expansion will be done only with approval of Forester-in-charge.*
- e. *Contractor will block landing(s) at close with boulders found on site (not from stonewalls) or provided and delivered by the Department of Forests, Parks and Recreation.*
- f. To furnish scale slips or other volume data upon request of the State or at any time during the operation of the sale and/or at the close of the sale before the release of the bond.

12. Taxes and Child Support:

- a. Affirm, in accordance with 15 V.S.A. § 795. (Applicable if the Purchaser is a natural person, not a corporation or partnership.) The Purchaser states that, as of the date the contract is signed, he/she:
  - 1) Is not under any obligation to pay child support, or
  - 2) Is under such an obligation and is in good standing with respect to that obligation, or
  - 3) Has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that Plan.

The Purchaser makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Purchaser is a resident of Vermont, the Purchaser makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- b. To certify compliance with 32 V.S.A. § 3113 by signing the attached certificate.
- c. To comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. The Purchaser shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs and activities provided by the Purchaser under this contract. The Purchaser further agrees to include this provision in all subcontracts it may enter, and require compliance with this provision by all subcontractors of the Purchaser.

13. Subcontracting, Worker's Compensation, General Liability, Property Damage, and Automotive Liability Insurance:

*Optional condition is in italics. Delete when not using or take off italics when using the conditions.*

- a. Not to assign or subcontract the performance of this agreement to any party without prior written permission from the State, and that any subcontractor shall supply the State with a signed statement that they have read, understand, and agree to abide by, and comply with, the terms of this contract. The Purchaser shall provide the State with signed copies of all sub-contract agreements, and shall ensure that the State receives insurance certificates for all subcontractors (including contract wood product truckers), as set forth in paragraph 27 below, prior to commencing operations.
- b. The Purchaser understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Contract. The Purchaser understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Purchaser.
- c. That the Purchaser, and any agents, sub-contractors and employees of the Purchaser, shall act in an independent capacity and not as officers or employees of the State.

The Purchaser shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Purchaser, its agents, employees, subcontractors or others under his control in the performance of this Contract. The State shall notify the Purchaser in the event of any such claim or suit, and the Purchaser shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment of settlement, the Purchaser may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting

recoupment. The Purchaser shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Purchaser.

The Purchaser shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Purchaser.

- d. To comply with Title 21, V.S.A., Chapter 9 relating to worker's compensation to the extent applicable. The Purchaser will also include this provision in all subcontracts it may enter, and require compliance with this provision by all subcontractors of the Purchaser. The Purchaser will need to provide certificates of insurance to show that the following minimum insurance coverage is in effect for all agents, employees or others under their control, before commencing work on this contract. It will be the responsibility of the Purchaser to maintain current certificates of insurance on file with the State through the term of the contract.

Workers Compensation: With respect to all operations performed, the Purchaser, and any agents or subcontractors, shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Purchaser, and any agents or subcontractors, shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

\$1,000,000 per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire / Legal / Liability

Purchaser shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The Purchaser, and any agents and subcontractors, shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract.

Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Purchaser shall name the State of Vermont and its officers and employees as additional insured for liability arising out of this contract.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Purchaser, and any agents and/or subcontractors, for the Purchaser's, and any agents and/or subcontractor's operations. These are solely minimums that have been established to protect the interests of the State.

- e. *The Purchaser will provide the State with a list of all agents or subcontractors, including truckers, hired by the Purchaser for execution of this contract. The Purchaser must keep the list current.*
  - f. The State may mark some trees with an arrow, pointing upward, to designate that the forester marking the tree noted that a potential overhead hazard existed at the time the tree was marked. No warranty is made that all potential hazards have been identified or marked. The Purchaser, and any agents, sub-contractors, employees and/or other under its control are solely responsible for identifying and eliminating, or minimizing exposure to potential hazards the trees or located in the surrounding area.
14. OSHA Requirements: To comply with all requirements of OSHA's Logging Standard, (29 CFR 1910.266), related to safe operational practices during logging operations. The parties agree that the Purchaser, and any agents, sub-contractors and employees and other under the control of the Purchaser, shall specifically comply with OSHA standards for the use of Personal Protective Equipment required for use on logging operations. The Purchaser further agrees to include this provision in all subcontracts.

15. Quarantines:

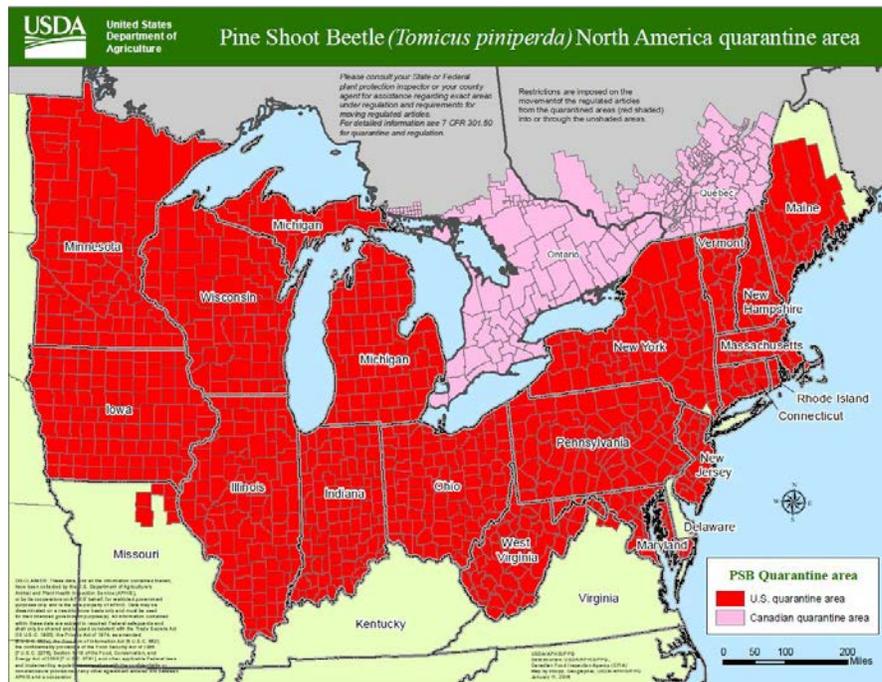
**THIS IS ONLY FOR SALES WITH PINE. NEED TO REMOVE FOR SALES WITH NO PINE.**

**Pine Shoot Beetle Quarantine Considerations**

The Pine Shoot Beetle (*Tomicus piniperda*) is a federally quarantined pest of pine. Under the federal Pine Shoot Beetle Quarantine, certain regulatory restrictions apply to the movement of pine and pine bark out of the quarantine area (shown in the map below). This means:

- 1) Pine logs and bark can move freely at any time within most of the northeastern US, except Delaware and parts of New York and Maine, and within parts of eastern Canada.
- 2) Pine logs and bark cannot move freely into unregulated areas in Maine or other unregulated areas of the country, until the receiving mill has a compliance agreement in place with USDA APHIS. The pine logs and bark are also required to have a movement certificate issued by USDA APHIS.

For more information, please call: [Barbara Schultz](#), Forest Health Program Manager, VT FPR (802-777-2082) or [Stephen Lavallee](#), USDA APHIS (802-224-1402).



**Figure 1:** Shaded areas are regulated under the USDA Pine Shoot Beetle Quarantine. Movement of pine logs and bark out of the quarantine area is regulated and requires certain conditions to be met.

**THIS IS ONLY FOR SALES WITH HEMLOCK. NEED TO REMOVE FOR SALES WITH NO HEMLOCK.**

**Hemlock Woolly Adelgid Quarantine Considerations for State Lands Sales in Bennington and Windham Counties**

Hemlock woolly adelgid, a destructive insect from Asia, is present in southern Vermont. As a consequence, hemlock products from Bennington and Windham counties are now subject to an existing state quarantine. The quarantine covers hemlock wood products *with Bark*, including logs, lumber, chips, & mulch. In addition, several neighboring states and Canada have quarantines that regulate the movement of hemlock raw materials.

This means, if hemlock is from Bennington County or Windham County:

1. It can be moved freely within Bennington County or Windham County
2. If it is being shipped to other counties in Vermont, the receiving site must have a Compliance Agreement with the Vermont Department of Forests, Parks, and Recreation.
3. If it is being shipped to Maine, New Hampshire, or Canada local quarantine restrictions will apply.

Our website has more information about [Vermont's hemlock woolly adelgid quarantine](#), including a link to the complete text.

Hemlock woolly adelgid regulations vary from state to state. In our region, [Maine](#), [New Hampshire](#), and [Canada](#) also have hemlock woolly adelgid quarantines. If shipping hemlock materials out-of-state, check on quarantine restrictions in the state or province receiving the material.

For more information, please call: [Barbara Schultz](#), Forest Health Program Manager, VT FPR (802-777-2082) or [Paul Frederick](#), Wood Utilization Forester, VT FPR (802-777-5247).

**Hemlock Woolly Adelgid Quarantine Considerations for State Lands Sales outside Bennington and Windham Counties**

Hemlock woolly adelgid, a destructive insect from Asia, is present southern Vermont. As a consequence, hemlock products from all Vermont being shipped to Maine or Canada are now subject to quarantines.

Hemlock woolly adelgid regulations vary from state to state. In our region, [Maine](#), [New Hampshire](#), and [Canada](#) also have hemlock woolly adelgid quarantines. If shipping hemlock materials out-of-state, check on quarantine restrictions in the state or province receiving the material.

For more information, please call: [Barbara Schultz](#), Forest Health Program Manager, VT FPR (802-777-2082) or [Paul Frederick](#), Wood Utilization Forester, VT FPR (802-777-5247).

**The State agrees:**

1. To designate trees to be cut by a **Enter Color of Paint** paint **Enter How Marked** at breast height and another paint spot below stump height on trees tallied as sawtimber, **Enter How Marked Enter Color of Paint** paint spots at breast height and another **Enter Color of Paint** paint spot below stump height on trees tallied as fuelwood/pulpwood and pallet. A **Enter Color of Paint Enter Color of Paint** "G" on trees must be girdled with two parallel chainsaw cuts. **The color of paint and how trees were marked should be the same as described in 4.0 of the sale prospectus.**
2. To clearly mark all necessary property lines in the sale.
3. To designate known remnants of historical value such as stone walls, cellar holes, kilns, and also to locate and describe any buffers or designated crossings.

**It is mutually agreed:**

1. That the terms of this Contract are completely set forth in this agreement and none of its conditions may be varied or modified, except by written agreement between State and Purchaser.
2. This Contract will be governed by the laws of the State of Vermont.
3. That failure by Purchaser to comply with the terms of this Contract shall be sufficient cause, upon written notification by the State, for immediate suspension of operations and failure to pay shall be cause for immediate cancellation or suspension of operations.

This contract shall begin on date of signature and expire on the **Enter Date** day of **Choose Month, Enter Year**.

**In WITNESS WHEREOF**, the parties have hereunto signed these presents in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATE OF VERMONT**  
**Choose Department**

**WITNESSES FOR THE STATE**

\_\_\_\_\_  
Choose an item.

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

**PURCHASER**

**WITNESSES FOR THE PURCHASER**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

By law (32 V.S.A. Section 3113) no agency of the State may renew a license or other authority to conduct a trade or business (including a license to practice a profession) unless the licensee first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, if the taxpayer is in compliance with a payment plan approved by the Commissioner of Taxes, or if the licensing authority determines that immediate payment of taxes due and payable would pose an unreasonable hardship.

The maximum penalty for perjury is fifteen (15) years in prison, a \$10,000 fine or both.

**CERTIFICATION OF COMPLIANCE WITH 32 V.S.A. SECTION 3113**

I hereby certify, under the pains and penalties of perjury, that I am in good standing with respect to, or in full compliance with a plan approved by the Commissioner of Taxes to pay, any and all taxes due the State of Vermont as of the date of this application.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**IF YOU ARE NOT IN GOOD STANDING AT THIS TIME**, you may do one of the following three things:

- (1) Discontinue this license or license renewal application;
- (2) Arrange with the Vermont Department of Taxes to bring yourself into good standing through a payment plan approved by the Commissioner or otherwise;
- (3) Seek a determination from the licensing agency that immediate payment of taxes due and payable would impose an unreasonable hardship.

If you desire to continue this application, you should complete the statement below:

**ALTERNATIVE CERTIFICATION**

I am not in good standing with the Department of Taxes at this time and,

\_\_\_ (a) I will arrange with the Department of Taxes to bring myself into good standing or;

\_\_\_ (b) Seek a determination that immediate payment would impose an unreasonable hardship.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Arrangements to achieve good standing should be made by contacting the Director of Operations, Vermont Department of Taxes (802) 828-2518.

Approved 8/8/03