



New England  
Forestry Consultants, Inc.

**Sherman R. Small**  
Consulting Forester  
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September 3, 2019

## **TOWN OF POLAND TIMBER SALE PROSPECTUS**

**SHOWING:** On **Wednesday, September 11, 2019 at 9:00 AM**, an area of standing timber will be shown by Sherman R. Small. Only one showing of the timber will be made, however a prospective buyer may request a private showing at another time by paying for the Forester's time and travel (office to office).

**MEETING LOCATION:** **Junction Summit Springs Road & Estes Way, 0.8 miles south of junction Summit Springs Road and White Oak Hill Road, Poland, Maine.**

**PROPERTY OF:** Town of Poland

**BID DEADLINE:** **Tuesday, September 17, 2019, 3:00 PM**

**TOTAL FOREST AREA TO BE HARVESTED:** 9 +/- acres. Approximately 4 acres will be cleared of all trees except white oaks. The perimeter of the cleared area is marked with orange flags and blue paint. Mature white pine and red oak trees outside of the cleared area are marked with blue paint for removal. No tally of the timber to be cut has been done. This is not a large timber sale, but there is a good volume for the acreage to be cut.

**LOGGING CHANCE:** Good, can start as soon as bid awarded and contract signed unless there is excessive rain.

### **CONDITIONS OF SALE:**

1. The Seller, without penalty to the Purchaser, may suspend harvest and removal operations if the Forester determines that unreasonable damage to access roads, log yards, and skid roads is resulting from use of these areas.
2. Only marked trees shall be cut and removed. Merchantable trees not otherwise designated, if unnecessarily destroyed, shall be paid for at the rate of \$500.00/MBF.

3. All trees shall be utilized in their tops to the lowest possible diameter for commercially salable material. Stumps shall be cut no higher than the top of the root swell, except in the case of butt rot or iron in the wood, and shall be cut so as to leave the Forester's paint marks plainly visible on the stumps. In the case of butt rot or iron in the wood, the affected portion shall be cut and left in the woods at the discretion of the Forester.
4. The Purchaser shall either remove or leave on the ground all trees that are broken, damaged, uprooted, or leaning as a result of the Purchaser's activities in the building of roads or the cutting of marked timber. All tops shall be lopped so as not to extend more than 4 feet above the ground, and lopping shall not fall behind felling.
5. Slash disposal shall be in full compliance with State of Maine law.
6. The Seller reserves the right to restrict the size and type of timber harvesting and/or skidding equipment, and the manner in which it is operated, if the Forester determines that unreasonable damage is being caused by either.
7. All facilities erected and/or used by the Purchaser during the operation must be removed, and all lurching and service areas must be cleaned up within the time limit of the agreement.
8. The courses of all roads used shall be pre-approved by the Forester.
9. At the completion of logging, all roads used shall be left in proper repair to the satisfaction of the Forester.
10. The Purchaser will be required to maintain **Workers Compensation Insurance**, and the Purchaser will be required to maintain **Public Liability Insurance** not less than \$1,000,000.00 and to name the Town of Poland as an additional insured.
11. The timber will be landed and processed in a landing to be constructed by the successful bidder. A short spur road to the landing will also have to be constructed. Spur road and landing are on flat ground with no major obstacles.
12. All operations must be completed by **March 15, 2020**.
13. Payment for the timber shall be made as follows: **Payments for timber shall be received on or before the TENTH business day following the last day of the calendar week during which the timber was removed.**
14. The sale agreement shall be prepared by New England Forestry Consultants, Inc. and must be signed within 7 days of notice of acceptance of the bid to the Purchaser by the Forester.

BIDDING PROCEDURE: Use the attached bid form.

Bidding shall be on a **per ton and MBF** basis for trees in clearing area and marked trees. No warrantee of volume is made or implied by New England Forestry Consultants, Inc., its Forester, or the Seller. Each bidder must determine his own best estimate and bid accordingly.

A check for **\$1,000 as a performance deposit**, made out to New England Forestry Consultants, Inc., must be included with the bid. Unsuccessful bidders will have their checks returned.

All bids must be received by **New England Forestry Consultants, Inc.**, at **P.O. Box 621, Bethel, ME 04217**, no later than **3:00 PM – Tuesday – September 17, 2019**. No bids will be accepted later than that time.

Envelopes must be marked **“BID ON TOWN OF POLAND TIMBER”**.

It is suggested that bids be sent by certified mail. Bids may be hand delivered.

No FAX, email, or other electronic format bids accepted.

Bids will be opened immediately after closing time. Bidders may be present at the offices of New England Forestry Consultants, Inc. in Bethel, Maine for the opening. No information will be given out by telephone. Bid will be awarded by the Board of Selectmen at their scheduled meeting of September 17, 2019.

PERFORMANCE DEPOSIT: The successful bidder will be required to make a **Performance Deposit of \$1,000.00** to New England Forestry Consultants, Inc. Upon completion of the sale and full compliance with the terms of the agreement, this deposit will be returned to the Purchaser.

This Performance Deposit is made in lieu of a performance bond; no fee is added.

RESERVATION: The New England Forestry Consultants, Inc., as agents for the Seller, reserves the right to reject any or all bids.

New England Forestry Consultants, Inc.

BY: Sherman R. Small  
Consulting Forester

# BID FORM

The undersigned submits the following **STUMPAGE BID** for the timber offered for sale on the property of the Town of Poland located in Poland, Maine.  
(Tax Map 10 - Lot 94), (thousand board feet = MBF)

## **Hardwood sawlogs and pallet log stumpage:**

\$ \_\_\_\_\_ per MBF Red Oak

\$ \_\_\_\_\_ per MBF Sugar Maple

\$ \_\_\_\_\_ per MBF Yellow Birch

\$ \_\_\_\_\_ per MBF White Birch

\$ \_\_\_\_\_ per MBF Red Maple

\$ \_\_\_\_\_ per MBF Red Oak pallet

\$ \_\_\_\_\_ per MBF other species hardwood pallet\*

\*Town of Poland is not to receive less than pulpwood stumpage rates. When a particular delivered log rate yields less than the pulpwood rate to the Town of Poland, the bidder must pay the pulpwood rate.

## **Softwood sawlogs stumpage**

White pine sawlogs \$ \_\_\_\_\_ per MBF

White pine pallet logs \$ \_\_\_\_\_ per MBF

## **Pulpwood stumpage**

Mixed hardwood pulpwood \$ \_\_\_\_\_ per ton

Pine pulpwood \$ \_\_\_\_\_ per ton

Biomass chips\* \$ \_\_\_\_\_ per ton

\*(Topwood only, no commercial specification pulpwood or logs to be chipped)

\_\_\_\_\_ Check here if no chipping of topwood is planned

If this bid is accepted, the undersigned agrees that the \$1000 will be held as a performance deposit, and to execute a contract of sale within 7 days of acceptance of the bid.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Bidder Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\* BIDDER – DO NOT WRITE BELOW THIS LINE \*\*\*\*\*

New England Forestry Consultants, Inc., acting as an agent for the timber owners hereby

\_\_\_\_\_ rejects \_\_\_\_\_ accepts the above bid.

NEFCo Forester: \_\_\_\_\_  
Sherman R. Small