

Sherman R. Small

Consulting Forester
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November 1, 2019

TOWN OF POLAND TIMBER SALE PROSPECTUS

<u>SHOWING:</u> On **Tuesday, November 12, 2019 at 11:00 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: Trail parking area, North Raymond Road, 1 mile southeast of junction North Raymond Road and Route 11 (Bakerstown Road), Poland, Maine.

PROPERTY OF: Town of Poland

BID DEADLINE: Monday, December 2, 2019, 3:00 PM

<u>TOTAL FOREST AREA TO BE HARVESTED</u>: 15 +/- acres. Trees to be harvested are marked with blue paint. No tally of the timber to be cut has been done. There is a good volume of mature timber to be harvested.

<u>LOGGING CHANCE</u>: Good, flat ground and gently sloping ground, winter conditions will be required.

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 lunching 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 the gravel parking area next to the North Raymond Road. The parking area will have to be cleaned up after all the timber has been trucked.
- 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 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 – Monday – December 2**, **2019.** No bids will be accepted later than that time.

Envelopes must be marked "BID ON TOWN OF POLAND TIMBER – TOWN FARM WEST".

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 December 3, 2019.

<u>PERFORMANCE DEPOSIT:</u> 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.

<u>RESERVATION:</u> 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 9 - Lot 31), (thousand board feet = MBF)

Hardwood sawlogs and pal	let log stumpage:
\$ per MBF Red Oak	
\$ per MBF Yellow B	irch
\$ per MBF Red Map	le
\$ per MBF Mixed ha	rdwood mat logs
\$ per MBF Red Oak	pallet
\$ per MBF other spe	cies hardwood pallet*
	ceive less than pulpwood stumpage rates. When a particular than the pulpwood rate to the Town of Poland, the bidder
Softwood sawlogs stumpage	2
White pine sawlogs \$	per MBF
White pine pallet logs \$	per MBF
Hemlock sawlogs \$	per MBF
Pulpwood stumpage	
Mixed hardwood pulpwood	\$ per ton
Hemlock pulpwood	\$ per ton
Pine pulpwood	\$ per ton
Biomass chips*	\$ per ton
*(Topwood only, no commer	cial specification pulpwood or logs to be chipped)

_____ Check here if no chipping of topwood is planned

Signed:	Date:	Wit	iness:	
Bidder Name & Address:				
****** BIDDER	– DO NOT WRIT	ΓE BELOW	THIS LINE *******	
New England Forestry Consultants, Inc., acting as an agent for the timber owners hereby				
rejects	8	accepts	the above bid.	
	NEFC	o Forester: _	Sherman R. Small	

If this bid is accepted, the undersigned agrees that the \$1000 will be held as a

bid.

performance deposit, and to execute a contract of sale within 7 days of acceptance of the