Contract #: GVP 20-1

Sale Tour: Tuesday October 27, 2 PM

Bids Due: Tuesday November 16, COB (4:25)

**TIMBER SALE NOTICE AND PROSPECTUS**

**This Timber Sale Notice and Prospectus provides information on a sale of timber on the** Grafton Village Park, Town of Grafton, Vermont, and known as the “GVP Stand Improvement **Sale**”. All references to “Department” or “State” shall mean the State of Vermont and to “Town” shall mean the Town of Grafton, VT.

THIS PROJECT IS SUITABLE TO LOW IMPACT CUT TO LENGTH SYSTEMS ONLY. NO GRAPPLE SKIDDERS OR WHOLE TREE HARVESTING WILL BE ALLOWED. NO EXCEPTIONS.

1.0 BID SUBMISSION DEADLINE

Written sealed bids, plainly marked “Timber Sale Bid” that are submitted consistent with the bidding procedures outlined in Section 5 herein will be accepted by the Town of Grafton Town Administrator Bill Kearns, PO Box 180, Grafton VT 05146. **In-person delivery of bids will be allowed. Bid openings will not be open to the public for in-person viewing. Options for digital participation in the bid opening will be made available if requested or warranted. ALL BIDS MUST BE RECEIVED ON OR BEFORE** 4:25 PM on Monday, November 16, 2020. There are no exceptions to this deadline.

Bids will be opened at the regular Selectboard meeting on the 16th and recorded. Final determination will be made at a later date after town consideration.

2.0 SALE TOUR

All persons submitting a bid must attend the Department’s sale tour/showing to examine the conditions of the sale area and all timber designated for cutting. All merchantable timber volumes provided herein are calculated estimates and ARE NOT GUARANTEED.

A conducted tour of the sale area will be made on Tuesday, October 27, 2020. Interested parties should be at the end of Fire Pond Rd in Grafton Village at 2 PM An individual may represent only one entity at any one showing. Persons unable to attend this sale tour may request a special sale tour/showing on another date by contacting the Forester-in-charge (FIC) at **tim.morton@vermont.gov**. Any person requesting a special tour/showing shall pay a flat fee of $250/showing/prospective bidder, payable by check or money order to the **State of Vermont**. Payment must be received at the time of the showing. Special showings **will not** be conducted within three (3) business days of the bid opening, in order to allow time to notify those attending the official showing. Bids will be accepted only from parties represented at an official showing.

Pre-registration is required for all showings. **Interested bidders must pre-register no later than 24 hours prior to showing in order to participate.** To pre-register, you must contact the Forester-in-charge via email at [tim.morton@vermont.gov](mailto:tim.morton@vermont.gov) .

Each showing will have a maximum capacity of nine bidders, with a **limit of one person representing each company.** If interest is high, FPR may decide to conduct a second showing.

Pre-registered parties who cannot attend the showing **must notify the Forester-in-charge no later than 24 hours in advance**; otherwise any future bids while the “Stay Home, Stay Safe” Executive Order is in place may not be accepted. This is important to be fair to all interested parties.

Anyone attending the showing **must adhere to recommended physical distancing guidelines** as outlined in the Governor’s Executive Order, in place at the time of showing, including wearing a non-medical face covering when not outside and physically distanced.

To protect the health and safety of all participants, the Forester-in-charge (FIC) retains the right to halt or terminate the showing if the above measures are not followed.

3.0 SALE AREA, LOCATION AND ACCESS

Sale area is 35 acres. Sale is located on Town of Grafton land on Fire Pond Road. Sale access is via a newly constructed truck access and landing off Fire Pond Road. Maximum skid distance is 1500 feet.

**Due to the use of the sale area for recreation, equipment and equipment size are strictly limited (see page 8, #8 – Special operating conditions).**

4.0 DESCRIPTION OF TIMBER, ESTIMATED VOLUME AND MEASUREMENT

There are 635 trees marked with a blue slash at breast height and a blue paint spot below stump height that were tallied as sawlogs. In addition, 375 trees marked with blue paint spot at breast height and a blue paint spot below stump height were tallied as pulpwood, fuelwood and pallet. There are 4 trees designated with a blue “G” which must be girdled with two parallel chainsaw cuts. The are 78 small stems under 6” dbh marked with a single blue spot that must be felled or utilized. There are 2 patch clearcuts where all stems over 6’ height must be severed and such areas of trees are designated with a double orange slash. Unmarked ***Pulp and pallet in prescription wood ( aspen, soft maple, striped maple, ash and white birch > 4”” dbh) and patch cuts is estimated at 50 cords***

FORESTS, PARKS AND RECREATION FOREST PRODUCT GRADING AND SCALING STANDARD

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Species**  **Class** | **Grade** | **DBH** | **CF or Better** | **Total Height** | **Dib** | **Minimum**  **Product**  **Length[[1]](#footnote-1)** |
| **Hardwood** | | | | | | |
| 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” |
| **Softwood** | | | | | | |
| 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” |

Merchantable volumes stated below are calculated estimates and are not guaranteed. These volumes are final for this sale and any discrepancy in final actual volumes harvested will not alter the contract price. Volume was obtained from a 100% cruise unless otherwise noted. Each tree was marked, measured and tallied separately, with visible defect deducted in the field.

| **SPECIES/PRODUCTS** | **MBF/CORD** | **NUMBER OF TREES** | **AVG. BD. FT./ TREES** | **MINIMUM BID MBF/CD** |
| --- | --- | --- | --- | --- |
| Hemlock Sawtimber | 41.1 mbf | 177 |  | $35 /mbf |
| White Ash Sawtimber | 28.4 mbf | 156 |  | $150/mbf |
| Mixed upper value Hardwood Sawtimber | 23 mbf | 164 |  | $250/mbf |
| Mixed lower value hardwood sawtimber | 12 mbf | 107 |  | $50/mbf |
| White Pine Sawtimber | 8.4 mbf | 11 |  | $100/mbf |
| Red Spruce Sawtimber | 2.1 mbf | 20 |  | $50/mbf |
| Hemlock Pulp | 88 cords |  |  | $10/cord |
| Hardwood pulp/firewood/pallet(roundwood) | 39.5 cords |  |  |  |
| Prescription hardwood roundwood | 50 cords | 10 acres at 5/cords/acre |  | $5/cord |

Total Sawtimber: 115 MBF

Fuelwood/Pulpwood/Pallet: 177.5 Cords

Topwood in sawlog trees is not included in the total fuelwood/pulpwood.

Harvest Objective: remove hazard trees near trails and begin developing two additional age classes of trees as individuals and groups.

5.0 BIDDING PROCEDURE AND PAYMENT SCHEDULE

**All bids must follow the procedure and requirements outlined below. ANY BID THAT IS INCONSISTENT WITH THIS PROCEDURE WILL BE REJECTED.**

**ALL BIDS MUST BE RECEIVED ON OR BEFORE** 4:25 PM on Monday, November 16, 2020.

ALL PERSONS SUBMITTING A BID MUST ATTEND OR BE REPRESENTED AT AN OFFICIAL SALE TOUR/SHOWING PRIOR TO SUBMITTING A BID.

The minimum acceptable bid is $14,321.00. Bids must be submitted on **official bid forms**, in **official bid envelopes**, which will be provided at the official showing or from the Forester-in-charge in the event of a special showing. The Town reserves the right to reject any and all bids for any reason.

All prospective bidders are expected to inspect the sale area and the timber marked for cutting. All acreage estimates, volume estimates, appraisal or pre-bid documentation provided by the State are not guaranteed and should not be used as a basis for bids. The successful bidder will further warrant that they have entered into the timber sale contract without an reliance upon the State’s acreage estimates, volume estimates, appraisal or pre-bid documentation.

The successful bidder, within thirty (30) days after notification of the acceptance of their bid, shall execute a contract containing special stipulations concerning the operation of the sale, provide the first payment equal to 10% of the sale bid amount and furnish a cash bond, contract surety bond or irrevocable letter of credit in the amount of approximately 20% of the sale bid amount plus the value of other considerations. **Contract surety bonds and irrevocable letters of credit must be submitted for the effective term of the contract plus sixty (60) days. If the successful bidder fails to execute a contract within thirty (30) days, the bid deposit may be forfeited.**

Bid deposits of unsuccessful bidders will be returned following award of bid.

**In recognition of the sensitivity of the harvest and community interest in the outcomes, Town of Grafton reserves the right to select the purchaser based on a combination of factors. Including but not limited to price, expected equipment impacts, expected duration of work, relation to local area and reputation for quality work.**

**The Town of Grafton bidding policy and procedure specifies the following metrics in bid awarding:**

**“CRITERIA FOR BID SELECTION. In evaluating bids, the Selectboard will consider the following criteria:**

**1.    Price.**

**2.    Bidder’s ability to perform within the specified time limits. Preference given to bidders who can complete winter 20/21**

**3.    Bidder’s experience and reputation, including past performance for the Town.**

**4.    Quality of the materials and services specified in the bid.**

**5.    Bidder’s ability to meet other terms and conditions, including insurance and bond requirements.**

**6.    Bidder’s financial responsibility.**

**7.    Bidder’s availability to provide future service, maintenance, and support.**

**8.    Nature and size of bidder.**

**9.    Contract provisions that are acceptable to the Town.**

**10. For construction projects over $2,000 contractor's indication of acceptance of wages in the current wage determination provided as part of the Request for Bids.**

**11.  Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service.”**

If the high bid or all bids are rejected or the successful bidder failed to execute a contract, the Town reserves the right to negotiate, withdraw or re-offer this sale in any manner that serves the best interests of the Town. Final decision shall be made by the Grafton Selectboard

Sale Payment Schedule: The first payment of 10% is due as stated above. The remaining payments will be 30% of sale value each. Payment due dates will be based on value (volume) of timber removed or severed according to a schedule devised by the Forester-in-charge.

The term of the contract will be approximately **20 months, expiring June 15, 2022.**

It is the Towns intent that this sale be completed by the specified expiration date and extensions will be considered only under extraordinary circumstances, such as unsuitable winter conditions which persist for most of the season. Extensions will be granted solely at the Towns discretion. If an extension is granted, the Town may:

1. Reappraise the contract price.
2. Require full payment for the unpaid balance of the contract price.
3. Require the Purchaser to pay the State for any costs of re-marking or designating the trees in the sale area.

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 Towns sole discretion.

6.0 ROAD CONSTRUCTION AND MOBILIZATION***.***

1. This sale may be operated on snow covered or frozen ground only as determined by the Forester-in-charge*.*
2. All logging and earth moving equipment and transports shall be cleaned and free of dirt and plant material prior to entering onto Town 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-in-charge of the date and the time of equipment move-in for visual inspection purposes.
3. 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. Skid trails will be kept to a minimum both in number and width.
4. 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 on Logging Jobs in Vermont” dated August 11, 2018, 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.
5. Before operations begin, there will be a presale conference on site between the Purchaser and the FIC to discuss the specific sale conditions. Whenever the sale is operating and the Purchaser is not present, Purchaser will designate an agent to be responsible and identify the agent to the FIC. The Purchaser shall further notify the FIC before starting, suspending, or closing sale operations.

7.0 GENERAL CONDITIONS

1. The Purchaser is required to furnish scale slips and other volume data upon request of the FIC at any time during the operation of the sale and/or at the close of the sale before the release of the bond.
2. Harvest (sale) area is designated by triple blue stripes, retained.
3. Whole tree harvesting may not occur.
4. Not to sever or damage trees not designated for cutting, and that undesignated trees damaged or severed unnecessarily, as determined by the FIC, during the harvesting operation shall be paid for at three (3) times the rate set forth in paragraph 6 of the contract.
5. To sever and utilize all designated trees to 6 inches top diameter;
6. Tops within 25 feet of recreational trails will be lopped to the ground. In remaining areas slash will be no greater than 4’ in height; Tops from felled trees shall not be left hanging on standing trees.
7. 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.
8. All log landings, skid trails, and truck roads shall be located where requested by the FIC. Acceptable Management Practices shall be employed during the construction and maintenance of all log landings, skid trails, truck roads, and water crossings. Travel surfaces and drainage on skid trails and truck roads shall be maintained in a condition satisfactory to the Town at all times. A excavator or bulldozer will be required for sale closeout. 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. Upon completion of operations, all truck roads and skid trails shall be smoothed, waterbarred, and left in a condition satisfactory to the Town at the earliest possible time or July 15, whichever is sooner.
9. All trash, waste oil, hydraulic fluid, gasoline, and any other hazardous waste shall be collected and removed from the site daily and properly disposed.
10. Consistent with 10 V.S.A. § 6617, any and all spills of hazardous material, including but not limited to petroleum products, in excess of 2 gallons or any amount that poses a potential or actual threat to human health or the environment, shall be immediately reported by Purchaser in accordance with regulations adopted by the Vermont Department of Environmental Conservation. Purchaser shall simultaneously notify the Forester-in-charge of any spill. Purchaser shall maintain at least one petroleum/hazardous materials spill response kit on each log landing during active operations. Landing-based spill response kits shall, at a minimum, be capable of containing up to 30 gallons. In addition, a spill response kit shall be located within an area of cutting during active operations. These spill response kits shall, at a minimum, be capable of containing up to 5 gallons.
11. The Town reserves the right to prescribe and impose any operating constraints or conditions deemed necessary to prevent damages to the Towns property, infrastructure, site, residual stand, and regeneration. The Town reserves the right to regulate the type, speed, and manner of operation of all equipment used by the contractor.
12. 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.
13. To prevent excessive road damage or erosion during spring break up or extended periods of wet weather, the Purchaser agrees to suspend all operations or portions of the operation upon notification by the Town or FIC that such conditions exist. The Town agrees to notify the Purchaser promptly when conditions are satisfactory for operations to resume.
14. To suspend all operations or portions of the operation if excessively wet, dry, or hazardous conditions develop, and/or upon notification by the town or FIC, and not resume operations until notified by the FIC that conditions are satisfactory to resume.
15. If deemed necessary due to weather or other conditions by the FIC, temporary waterbars will be installed and landings will be temporarily blocked.
16. 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.
17. SPECIAL OPERATING CONDITIONS
18. Due to concerns about damage to residual stems and limited landing size and aesthetic considerations, the use of whole tree skidding and chipping will not be allowed.
19. Because of the area’s high visibility and trail use, the aesthetics of this harvest area are extremely important. To help minimize damage to the residual stand and minimize the aesthetic impacts, the following equipment limitations will be in place:
    1. The use of chippers, high speed cutter/bunchers(dangle-head cutters allowed), stroke de-limbers, and grapple skidders will not be allowed. Main trails are usable by forwarder only. Steeper sections can be cut and bunched by dozer or small skidder to main trails.
    2. The size of cable skidders, and bulldozers will not exceed 24,000 pounds, Forwarders 40,000, and cutters 50,000. (Town can use discretion if slightly larger equipment is in operator’s fleet).
20. Whole tree harvest is not allowed. Tops and stems under 6” dib tip and/or < 8’ long can be left on site to top lopping standard for harvest.
21. Tree heights are a concern; therefore, log lengths on secondary trails will be limited to a maximum of 50 feet if residual stems are being damaged. FIC shall reserve the right to limit log lengths further should residual damage become a problem.
22. No large slash (>2”) left within 25’ of designated trails, either side.
23. Machine routes will have brush felled rather than pushed over before use.
24. Trees can be skidded or hauled perpendicular to hiking trails (minimal) but not on trails unless no other option exists.
25. Town of Grafton reserves the right to prescribe and impose any operating constraints or conditions deemed necessary to prevent damage to the residual stand.
26. Spring poles and slash will be treated to the contract specifications as the cutting progresses rather than being saved for the end of the job.
27. A bulldozer or excavator may be required for waterbarring roads, sale closure, and landing cleanup.
28. The Town shall provide and install signage to warn recreational users of possible hazards. All uses by the public will be closed during the operation except for snowmobiles. It shall be the responsibility of the Purchaser to ensure that the signs remain intact and visible while the sale is operational.
29. A portion of the harvest unit is a secondary snowmobile trail; sale activities cannot block trail.
30. Due to the proximity to a village, no trucking of forest products will be allowed from 7 PM to 6 AM on weekdays and from 5:00 p.m. on Friday to 3:00 p.m. on Sunday or on any legal holiday.
31. Steep main skid trails will have log-reinforced waterbars installed at designated locations prior to operations. Main skid trails susceptible to erosion may require log-reinforced waterbars at any time.
32. In patch cut units (2 + acres in total) all stems greater than 6’ tall shall be severed. Retention trees within patch cuts are marked with a red stripe and a stump spot and shall not be cut. In the 2 patch cuts the Purchaser shall take measures to remove unacceptable regeneration in the understory.
33. Tree heights are a concern, and the Town shall reserve the right to limit length of material skidded should residual damage or regeneration damage become a problem.
34. Slash shall also be completely removed improved trails as designated on attached sale map*.*

9.0 CLOSEOUT CONDITIONS

1. During the close of operations, the Purchaser shall employ “Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont” dated August 11, 2018, 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 approaches to streams, between the stream and the first water diversion of either side and all disturbed streambanks shall be stabilized and seeded with conservation mix and mulched (with seed-free straw mulch) at the rates specified below.
2. Upon completion of operations, all landing areas will be cleaned to original surface; smoothed with butts and pieces removed as directed by Forester-in-charge; and seeded and mulched at the following rates:

Conservation Mix 100 lbs/acre

Straw 60 bales/acre

No allowance was made in the sale price for landing clean-up.

10.0 SUBCONTRACTING, WORKER’S COMPENSATION, GENERAL LIABILITY, PROPERTY DAMAGE, AND AUTOMOTIVE LIABILITY INSURANCE

The Purchaser shall not assign or subcontract the performance of this agreement to any party without prior written permission from the Town, and that any subcontractor shall supply the Town 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 Town with signed copies of all sub-contract agreements, and shall ensure that the Town receives insurance certificates for all subcontractors (including contract wood product truckers), as set forth in the paragraph below, prior to commencing operations.

The Purchaser must comply with Title 21, V.S.A., Chapter 9 relating to worker’s compensation to the extent applicable. The Purchaser shall also include this provision in all subcontracts they 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 their contract. It will be the responsibility of the Purchaser to maintain current certificate of insurance on file with the Town 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. **Purchaser must complete a Workers’ Compensation Insurance Checklist for Logging Contractors & Purchasers of Standing Timber in Vermont** <https://fpr.vermont.gov/sites/fpr/files/Forest_and_Forestry/Vermont_Forests/Library/Logging%20contractors%20checklist%207-22-2019.pdf>.

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

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 per Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

Purchaser shall name the Town of Grafton and its officers, assigns 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 Town of Grafton and its officers and employees as additional insureds 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 minimum amounts required, the Purchaser may provide more coverage if desired.

The Purchaser will provide the Town with a list of all employees, agents or subcontractors, including truckers, employed by, hired by, or under contract with, the Purchaser for execution of this contract. The Purchaser must keep the list current and identify if the employee, agent or subcontractor is covered by, or exempted from, workers’ compensation insurance and provide appropriate documentation to demonstrate compliance with state law.

11.0 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**, including but not limited to hard hats, eye and face protection, hearing protection, foot protection and leg protection.  In addition, while onsite, the Purchaser, and any agents, sub-contractors and employees and other under the control of the Purchaser shall wear seasonally appropriate high visibility clothing on the torso** and first aid kits **must be worn or carried by hand fellers.** The Purchaser further agrees to include this provision in all subcontracts.

The Purchaser must comply with all requirements of OSHA’s Logging Standard, (29 CRF 1910.266), related to safe operational practices during logging operations. The parties agree that the Purchaser, and any agents, subcontractors and employees and others 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.

12.0 QUARANTINES

**FIREWOOD** – Purchasers should be aware that many states in the region have firewood quarantines that apply to importation of all species of firewood from Vermont. The definition of firewood, required treatments, and certifications vary from state to state. Contact the state department of agriculture or forestry in the destination state for more information.

**EMERALD ASH BORER** *(Agrilus planipennis)* is regulated by state and federal quarantines. In addition, the State of Vermont requires the use of practices to slow the spread of emerald ash borer on any timber sales on state lands located within the known EAB Infested Area(s).

Quarantines regulate the movement of ash logs, wood chips with ash, and firewood. The status and extent of Federal and state quarantines outside Vermont are beyond the control of the State of Vermont and may change without notice. It is the purchaser’s responsibility to comply with any and all appropriate restrictions on the movement of regulated items.

Currently, a federal quarantine prohibits the movement of ash logs and wood chips, and hardwood firewood, **from anywhere in Vermont** into or through areas outside of the federal quarantine boundary without a compliance agreement. A map showing the Federal EAB Quarantine boundary is at <https://www.aphis.usda.gov/plant_health/plant_pest_info/emerald_ash_b/downloads/eab_quarantine_map.pdf>. Compliance agreements allow suppliers to move to EAB‐regulated items between October 1st and April 30th to certified processors. To get a compliance agreement, or for more information, contact the USDA Plant Health Safeguarding Specialist at 802‐224‐1405 (office).

If ash products are moved within Vermont, or other locations not listed above, the State of Vermont’s *Recommendations to Slow the Spread of Emerald Ash Borer When Moving Ash from the Infested Area* must be followed. The map of the *Emerald Ash Borer (EAB) Infested Area in Vermont* posted at [vtinvasives.org](https://vtinvasives.org/) at the time ash products are moved will be used to determine the boundary of the infested area. The Forester-in-charge will inform the purchaser of any changes in the EAB Infested Area or the presence of visibly infested trees. The purchaser shall understand and agree to abide by and comply with these recommendations.

**HEMLOCK WOOLLY ADELGID QUARANTINE CONSIDERATIONS FOR TIMBER SALES IN BENNINGTON, WINDHAM, AND WINDSOR COUNTIES**

Hemlock woolly adelgid, a destructive insect from Asia, is present in southern Vermont. As a consequence, hemlock products from Bennington, Windham, and Windsor counties are 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, Windham, or Windsor County:

1. It can be moved freely within Bennington County, Windham, or Windsor 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 or Canada, local quarantine restrictions will apply.

Our website has more information about [Vermont's hemlock woolly adelgid quarantine](http://fpr.vermont.gov/node/1114), including a link to the complete text.

Hemlock woolly adelgid regulations vary from state to state. In our region, [Maine](http://www.maine.gov/dacf/mfs/forest_health/invasive_threats/hemlock_woolly_adelgid_rule_summary.htm) and [Canada](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-07-05/eng/1323754212918/1323754664992) 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: [Kathy Decker](mailto:kathy.decker@vermont.gov), Forest Protection Program Manager, VT FPR (802-751-0117) or [Paul Frederick](mailto:paul.frederick@vermont.gov), Wood Utilization Forester, VT FPR (802-777-5247).

**HEMLOCK WOOLLY ADELGID QUARANTINE CONSIDERATIONS FOR STATE LANDS SALES OUTSIDE BENNINGTON, WINDHAM, AND WINDSOR COUNTIES**

Hemlock woolly adelgid, a destructive insect from Asia, is present southern Vermont. As a consequence, hemlock products from anywhere in Vermont being shipped outside of Vermont may be subject to quarantines.

Hemlock woolly adelgid regulations vary from state to state. In our region, [Maine](http://www.maine.gov/dacf/mfs/forest_health/invasive_threats/hemlock_woolly_adelgid_rule_summary.htm) and [Canada](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-07-05/eng/1323754212918/1323754664992) 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: [Kathy Decker](mailto:kathy.decker@vermont.gov), Forest Health Program Manager, VT FPR (802-751-0117) or [Paul Frederick](mailto:paul.frederick@vermont.gov), Wood Utilization Forester, VT FPR (802-777-5247).

1. “Minimum Product Length” means the minimum length of sawlog material as defined by the specifications for the species that was tallied. [↑](#footnote-ref-1)