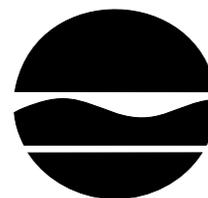


**New York State Department of Environmental Conservation**  
**Division of Lands and Forests, Region 3**  
 21 South Putt Corners Rd.  
 New Paltz, NY 12561  
 845-256-3078  
**Website:** www.dec.ny.gov



Joe Martens  
 Commissioner

Contract No. TX08787  
**NOTICE OF SALE OF FOREST PRODUCTS**  
**MAPLE TAPPING**

Pursuant to Section 9-0505 of the Environmental Conservation Law, sealed bids for the following forest products located on Dutchess #7 (West Mountain State Forest), portions of **Stands 1, 5 and 6** will be accepted at the NYS DEC, 21 South Putt Cors Rd New Paltz, NY 12561 (845) 256-3078, until **11:00 a.m., Thursday, October 25, 2012.**

<b>Sugar &amp; Red Maple</b>	<b>DBH (Inches) 10-20+”</b>	<b>ESTIMATED TOTAL # TAPS: 500</b>
<b>TOTAL SALE QUANTITY:</b>		<b>500 taps</b>

*These forest products are being sold from lands which have been certified as being managed using sustainable forestry practices and have met the requirements for Green Certification according to the policies and principles of the Forest Stewardship Council, under certificate number SCS-FM/COC-00104N and the Sustainable Forestry Initiative, under certificate number NSF-SFIS-6L741.*

**I. LOCATION**

This sugarbush is located in the **Town of Beekman in Dutchess County**, on approximately **10.5 acres**. The tapping of maple trees, in accordance with the provisions of this Contract, in order to extract maple sap thereon will be sold to the highest approved bidder. The bid amount shall be the payment for the five year contract for tapping. Minimum acceptable bid shall not be less than **\$ 2000.00 U.S..**

**II. CONTRACT TERM**

Unless modified as provided herein, this Contract shall begin on **December 15, 2012** and end on **December 14, 2017.**

**III. NOTIFICATIONS**

The Contractor will notify the DEC no less than five (5) business days prior to Contractor's intent to commence work on State land and at least five (5) business days prior to starting final cleanup. The Contractor will be required to meet with the DEC prior to commencing these operations. Exception to these requirements may be made only by the DEC.

It will be the Contractor's responsibility to provide the workers actually performing the work with a copy of the **NOTICE OF SALE OF FOREST PRODUCTS** before work begins. The Contractor

shall keep a copy of the NOTICE OF SALE OF FOREST PRODUCTS on site at all times while conducting work under the terms of this Contract.

Upon determination by the DEC that any of the terms in this contract are not being upheld, the Contractor may receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within seven (7) calendar days following receipt of such Notice to Correct, unless a good faith effort to do so is demonstrated to the DEC's satisfaction, this contract may be terminated for cause, at the discretion of the DEC.

The DEC may determine that work is needed to stabilize the job site as a result of the Contractor's activity and/or the effects of weather. This may include leveling access trails, installing best management practices (BMPs) including waterbars, earth berms, or other measures as required in the Notice of Sale. Upon determination by the DEC that such work is necessary, the Contractor will receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within seven (7) calendar days following receipt of such Notice to Correct, unless a good faith effort to do so is demonstrated to the DEC's satisfaction, the contract may be terminated for cause, at the DEC's option.

This contract may be terminated or suspended by the DEC if the Contractor abandons the work under this contract; is in violation of any conditions of this contract and permit; fails or refuses to conform with the requirements of this contract; or if at any time the DEC is of the opinion that the Contractor is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the Contractor has failed to promote work in a diligent manner. Upon such default or termination, the DEC shall have the right to proceed to enforce the bond posted by the Contractor in connection with this contract.

Pursuant to §9-1501 and § 71-0703 (6) (b) of the ECL, should any tree be cut, destroyed or injured, except as allowed by this contract or otherwise approved by the DEC, the Contractor may be liable for a penalty of \$250.00 per tree or treble damages or both.

The DEC may reserve at-risk trees from tapping or suspend tapping operations at any time in the event that forest health is diminished or threatened by disease, fungus, insect defoliation, storm damage, or drought.

DEC shall conduct an inspection annually during tapping operations; using the attached inspection form. This inspection shall consist of a sample of tapped trees, inspecting taps per tree, tree size, tree marking and location, as well as inspection for stand damage and forest health. Any inspection that reports at least 5% of sampled trees in violation of tapping guidelines, shall result in a follow up inspection by the DEC and may be grounds for termination of this Contract.

#### **IV. SALE QUANTITY ESTIMATION**

The quantity of tappable trees and total taps was estimated by the DEC in its most recent forest inventory, conducted in January 2004. Only Sugar Maple (*Acer saccharum*) and Red Maple (*Acer rubrum*) are counted in the estimated quantity of tappable trees. The number of total taps is calculated by multiplying the number of tappable trees by the allowable taps per tree.

The DEC does not guarantee the estimated quantity of tappable trees or taps within the advertised sugarbush. Bidders are encouraged to visit the sale area to assess the advertised sugarbush before submitting their bid.

## **V. MARKING**

Tappable trees will not be marked by the DEC.

The sale boundaries are shown on the attached Sale Map.

## **VI. EQUIPMENT LOCATION AND MAINTENANCE**

A sap collection area has been located by the DEC to provide roadside access to the sugarbush as indicated on the attached Sale Map. Any site work to improve the sap collection area to accommodate the specific needs of the Contractor will be done at the Contractor's expense and only with the approval of the DEC.

The Contractor must use a tubing system to carry sap to the collection area. The Contractor may place buckets for roadside collection in the sale area, within 15' of roads designated on the attached Sale Map.

The Contractor may place a collection tank and vacuum pump along with any associated tubing, generator, and sap releasers at the location designated by the DEC. A temporary storage shed structure may be placed at this location to house equipment. Temporary structures must be constructed in such a manner to readily be removed at the end of the contract without significantly altering the site. Permanent structures such as a concrete slab foundation or sugar house may not be constructed or located on State land. Trailered equipment, such as portable burners and reverse osmosis machines may be parked at the sap collection area for no more than 48 hours.

The Contractor shall keep the sugarbush and collection area free of any litter, including garbage, oil cans, papers and equipment parts. The sap collection area shall be kept in a neat condition and free of woody debris.

Wastewater may be discharged during reverse osmosis, however such wastewater must be free of petroleum products and other chemicals, must be discharged at least 150' from streams and may not be discharged directly onto road or trail surfaces.

Tanks, tubing and other equipment may be washed with water. They may not be washed with detergent or chlorine solution on State land unless the following mitigative measures are employed:

- Solution may be pumped from the bottom of the system out through spout(s) or drop(s) under the following conditions:
  - The solution may contain only water and bleach or hydrogen peroxide and must be at least 80% water.
- Solution may be sucked into the system through a spout/drop under the following conditions:
  - The solution may contain bleach, hydrogen peroxide, alcohol (ethanol or isopropyl), pan clean (acid), commercial tubing cleaner, or other detergent.
  - It must be drained directly into the collection tank and the tank may not be emptied on State land.

## **VII. VEHICULAR USE, ACCESS AND SIGNAGE**

Use of registered automobiles is allowed only on public forest access roads, shoulders and haul roads. ATVs, tractors and snowmobiles may be used by the Contractor only within the sale boundary for sugarbush establishment and maintenance. The DEC has designated restricted areas shown on the attached Sale Map, where no vehicle access is allowed.

The DEC reserves the right to restrict the size of the equipment used when, in the judgment of the DEC, said large equipment is causing unacceptable damage to the sugarbush.

The Contractor shall secure all roads, trails and the sap collection area to restrict erosion at all times to the satisfaction of the DEC according to guidelines in the publication New York State Forestry Best Management Practices for Water Quality – BMP Field Guide. The DEC reserves the right to require the Contractor to implement erosion and sedimentation controls at any time, which includes, but is not limited to, water bars, broad based dips, corduroy, culverts, temporary bridges, straw bales, seeding and mulching. The Contractor shall prevent ruts on all roads and trails that may result in channelized sediment flow. Moreover, the Contractor shall prevent all ruts within the sale boundary.

The Contractor agrees to haul large sap loads out when the road bed is frozen, such as during early morning hours, unless frozen road conditions do not exist and are not forecasted within a reasonable timeframe.

The Contractor shall ensure that roads are sufficiently cleared of snow to safely accommodate the Contractor's vehicular use. The Contractor shall arrange any local road plowing agreements needed to ensure access via Municipal roads leading to and entering State lands.

The Contractor may not establish exclusive use of the sale area and may in no way obstruct public access or Department use except as specifically stated within the terms of this Contract.

The DEC shall post informational signage indicating the presence and purpose of the sale. No signage may be posted restricting public access to the sale area.

## **VIII. TAPPING GUIDELINES**

The Contractor is fully responsible for identifying tappable trees and determining the number of taps per tree, in accordance with the following guidelines.

Tappable trees are those Sugar Maple and Red Maple trees within the sale boundary with a diameter-at-breast-height (DBH) of 10" or greater.

The allowable taps per tree are as follows: trees with a DBH less than 10" may not be tapped, trees with a DBH between 10" and 20" are allowed 1 tap per tree and trees with a DBH of 20" or greater are allowed 2 taps per tree.

For multi-stem trees that separate within 4.5 feet from the ground each stem shall be considered one tree, for trees that fork higher than 4.5 feet from the ground, the stems shall be collectively considered a single tree.

In trees with two taps, the Contractor should place tap holes as far apart as possible. Tap holes should not be placed closer than three inches horizontally and twelve inches vertically from any previous tap hole sites. Holes should not be placed closer than three inches horizontally from a visible dead seam if possible. Tap holes shall not exceed 5/16" in diameter and shall be drilled no deeper than 1.5" total depth into the tree's white wood. Trees shall be tapped only once per year. Taps must be removed from each tree at the end of each sugaring season, no later than May 1<sup>st</sup>.

The Contractor may not employ re-tapping, re-boring, reaming, double-tapping nor any other taphole freshening activities. No sanitizing materials may be used in tap holes.

All tubing systems shall be installed and managed according to best management practices as outlined in "North American Maple Syrup Producers Manual 2nd Edition" or approved successor document(s).

Mainlines shall be attached to trees in a way that does not cause harm or injury to the tree. The Contractor may propose tree protection methods, which may include use of wood blocks or rubber sheaths and must be approved by the DEC. No wire, nails, or bolts are allowed in trees.

Mainlines must have occasional sections with ground clearance of 8 feet or more. These sections should be at least 5 feet wide and occur at a spacing of at least once every 100 feet. The mainline may be left in place during the offseason. : Feeder lines must be removed or raised at the end of each sugaring season (no later than May 1<sup>st</sup>) to facilitate foot travel.

#### **IX. ADDITIONAL SALE RELATED WORK REQUIRED TO BE COMPLETED BY THE CONTRACTOR**

Removal of all invasive shrubs (Japanese barberry and multiflora rose), by mechanical means or hand pulling. No herbicidal spraying will be permitted.

#### **X. RARE, ENDANGERED, THREATENED OR SPECIAL CONCERN SPECIES**

The DEC reserves the right to implement temporary restrictions on the Contractor's activities to protect previously unknown occurrences of rare, endangered, threatened or special concern species found within or near the sale area.

#### **XI. VEGETATION MANAGEMENT**

The Contractor may, at its own expense, employ vegetation management within the sale boundary in accordance with this Contract.

The Contractor may not engage in agricultural activities that affect vegetative success such as controlling tree pests, applying pesticides, fertilizing, liming, irrigating, and hunting and trapping nuisance animals.

The Contractor may fell any tree under 3" DBH, only if necessary to improve access and safety within the sugarbush. Should the Contractor wish to cut any merchantable tree with a DBH of 3" or greater, approval must be granted by the DEC and the Contractor must reimburse the DEC at the price per species prescribed by the most recent NYS DEC Stumpage Price Report. This reimbursement shall be added to the Contractor's annual fee to be paid under the terms of this contract.

## **XII. OSHA and SAFETY RELATED TERMS**

OSHA regulations relating to tree harvesting safety and safety equipment should be followed at all times by the Contractor. Dead or hazardous trees may be cut, pushed or pulled down when necessary to comply with OSHA regulations. In this situation, when the Contractor cuts a previously unapproved tree, the Contractor must notify the DEC within one business day. When the Contractor identifies a hazard tree which is too dangerous to cut or work around and will impact the completion of the contract, the Contractor must notify the DEC to request determination of an acceptable solution. No person under the age of 18 shall be allowed in the sugarbush or within 100' of the sale boundary during tree cutting operations unless they are part of a registered apprenticeship program, or enrolled in a recognized vocational training program or an approved on-the-job training program, or have completed such a program, and are at least 16 years old.

## **XIII. PERSONAL PROTECTIVE EQUIPMENT FOR CHAINSAW USERS**

Any person operating a chainsaw for any purpose while undertaking the activities authorized by this contract are required to wear Personal Protective Equipment (PPE), including at least the following: hard hat, eye protection, hearing protection, and cut-resistant chaps or pants. Additionally, the chainsaw must be equipped with properly functioning safety devices, including, at minimum, a properly functioning chain brake. Any person working in a crew with a person operating a chainsaw must also wear a hard hat.

## **XIV. LOGGER TRAINING REQUIREMENTS**

Any person who will perform any duties related to the felling, handling and removal of small trees and brush under this contract, regardless of whether they are an employee or subcontractor of the Contractor, shall be either, *Trained Logger Certified*<sup>®</sup> (TLC) through the New York Logger Training Program (NYLT) or, shall read and understand the contents of the State of New York Department Of Health publication 'Logging Safety: A Field Guide' prior to undertaking activities authorized by this contract.

## **XV. FLUID LEAK CONTROL**

The Contractor will be responsible for the control and collection of fluids leaking from any equipment used on the site. The Contractor must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain: plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. Equipment may not be maintained or repaired on-site.

## **XVI. TERMS OF BIDDING**

Proposal blanks, envelopes for mailing bids and any other information relative to this proposed sale may be obtained from Barbara Lucas-Wilson, Senior Forester, NYS DEC, 21 South Putt Cors Rd. New Paltz, NY 12561 telephone (845) 256-3078.

Bids must be submitted via mail or in person. All bids must be submitted on forms and sealed in envelopes supplied by the DEC for this specific sale. Alternate forms of bidding will not be accepted. All blanks on the proposal form must be completely filled in. Amounts must be written out and also stated in figures. Alteration of the proposal by which the terms are changed will cause rejection of the bid. **Each proposal must be accompanied by a deposit of 25% of the bid**

**amount in the form of check or money order drawn to the order of the Department of Environmental Conservation.** The DEC reserves the right to waive any technicalities concerning bids and also to reject any and all bids if the best interests of the State will be promoted thereby. Award to the successful bidder will be made within ten days after opening of bids. Bidders are asked to completely and legibly fill out the return address portion of the bid envelope. In the unlikely event that bids must be returned unopened, this will greatly facilitate their being sent back to bidders.

**IMPORTANT NOTICE**

***The attached "BIDDER'S/PROPOSER'S CERTIFICATION" form must be completed, signed and returned along with your bid proposal. Failure to include this form may result in disapproval of the bid.***

In the event that two or more high bids are submitted in exactly the same amount, the bid that was received first by the DEC will be considered the apparent high bidder.

Notice of Sale documents, bid opening dates and bid results can be found on-line on the New York State Department of Environmental Conservation public web site address: <http://www.dec.ny.gov/lands/69749.html> and clicking on the NYS DEC Region where the forest products sale is being offered. Bid results will be posted for 30 days beyond the bid opening date.

**XVII. TERMS OF SALE**

**A. General**

**All monetary references are in U.S. dollars. All material will be paid for by the Contractor annually, prior to the commencement of tapping operations. The Contractor will execute and return the sales contract to the appropriate DEC office, along with all other required documentation, within 30 calendar days of Notice of Award.**

*State procurement laws require that state agencies award contracts only to responsible Contractors. To fulfill this requirement, potential Contractors may be required to complete a Vendor Responsibility Questionnaire or otherwise provide additional information to assist the DEC in assessing responsibility.*

The successful bidder will not commence operations hereunder until payment according to the payment schedule is made, and a fully executed copy of the sales contract is received by him/her with authorization to proceed.

The Contractor may subcontract for the performance of work pursuant to this Contract only with the prior written approval of the DEC. If the Contractor enters into subcontracts for the performance of work pursuant to this Contract, the Contractor remains liable for compliance with all the terms of this Contract. The Contractor shall take full responsibility for the acts and omissions of its subcontractors.

**B. Payment Schedule**

The Contractor will make payments according to the following schedule:

- Total contract amount payable at time of bid.
- Failure to execute and return the sales Contract to the appropriate DEC office, along with all other required documentation, within 30 calendar days of Notice of Award may result in forfeiture of the bid deposit and the awarding of this sale to the next highest bidder.

### **C. Performance Bond**

The executed contract must be accompanied by one of the following:

- a Surety bond
- a Bank/Certified check
- a Certificate of Deposit assigned to the Department of Environmental Conservation
- a Letter of Credit from a Federally chartered or State licensed financial institution

in the amount of \$ **450** or 20% of the bid price, whichever is less, for the faithful performance of the sales contract.

### **D. Notarizations**

The following rules apply for any individual designated as "Notary" on all Department contracts:

- Any stockholder, director, officer, or employee of a corporation that is a party to the contract either as an individual OR as representative of the corporation may not take an acknowledgment /notarize.
- If the employee has an ownership interest in the company and a DIRECT monetary interest in the contract (their pay depends upon it and it alone) they may not take the acknowledgement/notarize. **An employee with no ownership interest in the company may notarize contract signatures.**

### **E. Insurance**

The Contractor shall arrange with DEC to purchase an insurance permit that covers all such insurance as set forth in the alternate terms below. Such premium shall provide insurance to DEC covering liability, arising only out of the sale of products under this contract. An annual premium shall be required on or before April 1 for each year the contract is in effect.

OR

The Contractor agrees to procure and maintain at its own expense and without expense to the DEC until final acceptance by the DEC of the services covered by this Contract, insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract. This Contract shall be void and of no effect unless the Contractor procures all required insurance policies and maintains them until acceptance of the work. The certificate or certificates must contain the following information:

- The "Certificate Holder" box **MUST READ** as follows: "State of New York and the Department of Environmental Conservation" with the address "21 South Putt Corners Rd. New Paltz, NY 12561"
- In the "Description of Operation/Locations..." section, the **Contract Number and State Forest (TX08787) must** be referenced.
- The certificate must list the "State of New York and the Department of Environmental Conservation" as additional insured, except with respect to worker's compensation and disability coverage. A copy of the Endorsement page, showing the DEC and the State of New York as additional insured, must be included
- The certificate must set forth the policy provisions for notice of cancellation. If the number of day's written notice of cancellation is not on the certificate, a page from the policy that states the cancellation provisions must be included.

Upon execution of this Contract, the Contractor shall furnish to the DEC a certificate or certificates, in form satisfactory to the DEC, showing that it has complied with this Contract, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the DEC. The kinds and amounts of insurance required are as follows:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, and broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract).
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
- Policy covering the obligations of the Contractor in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits.

**The *only* forms which are accepted as proof of Workers' Compensation and Disability Insurance** are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Department of Environmental Conservation, 21 South Putt Corners Rd. New Paltz, NY 12561 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder). Additional information can be obtained at the Worker's Compensation website: <http://www.wcb.ny.gov>

- The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein.

Joe Martens  
Commissioner

**INSPECTION FORM - SALE OF FOREST PRODUCTS (MAPLE TAPPING)**  
**Dutchess #7 (West Mountain State Forest), Portions of Stands 1, 5, 6**  
**Town of Beekman in Dutchess County**  
**Contract No. TX08787**

To be completed by DEC personnel

---

The following inspection was conducted on \_\_\_\_\_, during maple tapping operations.  
(date)

**Tapping Guidelines**

*(Inspect outside the sale boundary)* Trees tapped outside the sale boundary: \_\_\_\_\_  
(# of trees)

*(Inspect tap placement and check that taps per tree is appropriate to tree size – see guidelines on rear of this page)* Total tapped trees inspected: \_\_\_\_\_  
(# of trees)

Trees incorrectly tapped: \_\_\_\_\_  
(# of trees)

**Stand Damage**

*(Report damage to standing trees resulting from use of equipment, hand tools, vehicles and tubing system installation)*

Damage to trees:

*(Report any rutting in the sugarbush or on roads leading to the stand)*

Rutting:

**Forest Health**

*(Report diminished or threatened health due to disease, fungus, insect defoliation, storm damage or drought)*

Conditions:

**Signed:** \_\_\_\_\_ **Date:**

**Print Name:**

**Title:**

### **III. NOTIFICATIONS**

#### **A. Firewood Notice**

Rules have been implemented regarding firewood transportation into and within New York State. **The transportation of untreated firewood within New York State for commercial sale is limited to 50 miles or less from the source, as defined in the regulations.** These regulations have been implemented to help prevent the spread of forest insect pests. They do not affect firewood being transported through New York for sale and use in another state, nor do they affect firewood being cut on private property for use on that property. The full text of the regulations can be found online at: <http://www.dec.ny.gov/regs/4079.html#44382>. There is also a web page with frequently asked questions about the regulations at: <http://www.dec.ny.gov/animals/44008.html>.

#### **B. Dig Safe NY Notice**

**It shall also be the Contractor's responsibility to contact Dig Safe New York for underground facility location prior to commencing work, 1-800-962-7962.**

### **VI. SAP COLLECTION AREA AND EQUIPMENT MAINTENANCE**

A sap collection area has been located by the DEC as indicated on the attached map. This sap collection area shall be constructed and improved with shale and/or cobble stone by the Contractor at the direction of the DEC. If needed the Contractor shall install of shale, cobbles, or a combination of both at the sap collection area and on the access road to improve surface conditions. The Contractor shall install a layer of geotextile construction fabric on each surface prior to spreading the shale or cobbles. The surface width of the access road should be 8-12 ft. The surface area of the improved sap collection area should be <1,200 sq. ft. This construction must be completed prior to maple sap collection and tubing system installation. All brush, tree tops or other debris removed for construction will be deposited at a site approved by the supervising forester.

### **VIII. VEHICULAR USE, ACCESS AND SIGNAGE**

The Contractor shall only cross stone walls where designated by the DEC. The Contractor shall repair damage to stone walls other than at designated crossings.

### **XI. VEGETATION MANAGEMENT**

Should the Contractor be approved to cut merchantable timber from the sugarbush:

- Skid trails must be laid out by the Contractor with DEC approval prior to cutting.
- Skidding of branched or forked stems will not be permitted. For branched or forked stems, the Contractor shall cut limbs off or cut to hinge the limb so as to reduce the width of respective hitches. Skidding techniques will minimize damage to the residual stand. The load shall be no wider than the skidder.
- The Contractor is expected to employ directional felling techniques to minimize damage to the remaining stand.
- The Contractor shall not leave trees or tree tops hung up in the sale area and must pull any hung trees or tree tops down immediately.
- Girdling cull trees or any other live trees as an alternative to felling will **not** be permitted.

- If trees accidentally fall over private property boundary lines, across designated recreation trails or into stream channels, the Contractor shall pull back all material immediately. Any damage to adjacent private lands shall be promptly repaired or compensation paid to the owner at expense of Contractor.
- Unless an exception is granted by the DEC, all cutting must occur between July 1<sup>st</sup> and November 1<sup>st</sup>. Wet season restrictions will suspend tree cutting operations during the month of April and between November 1<sup>st</sup> and December 15<sup>th</sup>. Wet season restrictions may be shortened or extended depending on weather conditions. Exceptions must be approved by the DEC. Tree cutting operations will be suspended between May 1<sup>st</sup> and July 1<sup>st</sup> due to bark slip season. No exceptions will be considered. Seeps, intermittent streams and wetlands have been flagged with orange ribbon and marked with aqua paint. Any trees cut in these designated areas must be winched out.

### **XIII. LOGGER TRAINING REQUIREMENTS**

Any person who will perform any duties related to the felling, handling and removal of trees under this contract, hereunder referred to as “worker,” regardless of whether they are an employee or subcontractor of the Contractor, shall be *Trained Logger Certified*<sup>®</sup> (TLC) through the New York Logger Training Program (NYLT). Duties related to the felling, handling and removal of trees shall include but are not limited to the use of chainsaws, mechanized felling and harvesting equipment, skidding and forwarding, slashing, chipping and stacking of forest products, or any other method of felling, handling or removing trees.

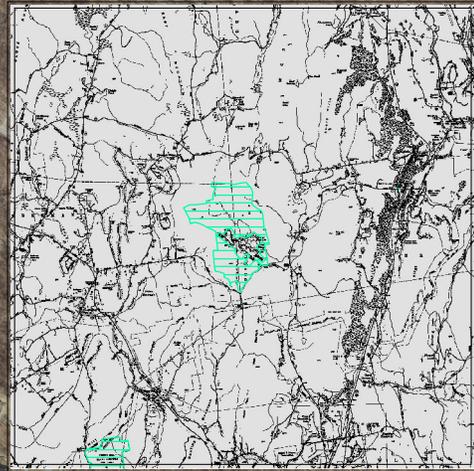
Prior to starting any tasks related to the felling, handling and removal of trees, the Contractor shall provide to the DEC a list of all worker names and TLC numbers or a copy of the worker’s TLC certificate of any worker who will perform any duties related to the felling, handling and removal of trees.

Workers who are not TLC may perform duties related to the felling, handling and removal of trees as long as the Contractor, in good faith, assures the DEC that the non-TLC worker is actively pursuing TLC and will be supervised by another worker who is TLC. The TLC worker must be on site at all times while the non-TLC person is working. A TLC worker may only supervise one non-TLC worker at any given period during the life of this contract. The Contractor shall make every effort to inform the DEC when the worker receives TLC and provide proof of certification upon request.

Truck drivers and loader operators are not required to be TLC if their only duties are the loading of forest products onto the truck and/or transportation of forest products from the sugarbush.

Workers who have certifications or licenses under equivalent programs in other states may receive approval from NYLT for TLC if it is determined the other state’s certification or license meets the minimum standards for TLC. For information on the TLC program contact NYLT at [www.newyorkloggertraining.org](http://www.newyorkloggertraining.org) or by calling (518) 463-1297.

SALE MAP - SALE OF FOREST PRODUCTS (MAPLE TAPPING)  
State Forest Dutchess #2 (Stissing Mtn MUA)  
Portion Stands 24 & 28  
Town of Pine Plains in Dutchess County  
Contract No. TX08786



**Legend**

 State Land Forest Stands

