



**YORK-SUNBURY CHARLOTTE  
FOREST PRODUCTS MARKETING BOARD**  
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## SILVICULTURE TREATMENTS

### Woodlot Owner Contribution Agreement

Funding for forest management activities requires a 10% landowner contribution to the treatments being carried out on their property by any person(s) or company(s) other than the woodlot owner. We ask that you read and fill out this form before any work commences, if the work is not being done by the owner.

### OWNER CONTRIBUTION AGREEMENT

#### Agreement between:

Woodlot Owner \_\_\_\_\_ of \_\_\_\_\_  
(hereafter called "Owner")

Phone: \_\_\_\_\_

**AND**

\_\_\_\_\_  
(hereafter called "Contractor")

Contractor HST#: \_\_\_\_\_

If the Owner is an HST registrant, the Owner may claim the HST portion of the payment as an Input Tax Credit on his/her HST return

**VALID FROM** April 01,2007 to March 31,2008

- TERMS:**
- 1) The owner agrees to pay to the Contractor an amount of not less than 10% of the total cost of any subsidized program and/or silviculture treatment carried out by any person(s) or company(s) other than the owner on his/her woodlot. YSC will collect the payment on behalf of the Contractor.
  - 2) This payment has to be made on 50% of the estimated area before work begins. The balance is due in full upon completion of the work and inspection by the YSC staff. YSC must ensure that all work meets the criteria and guidelines that have been set up for subsidy payments.
  - 3) Owner contribution payments must be made by the owner by personal cheque or money order (if in person) payable to YSCFPMB.
  - 4) Payments not received within 30 days are subject to interest charges of 2% per annum.

**NOTE:** **Any owner or contractor who is found to be in contravention of the owner contribution system will be ineligible to receive funding through the YSC Forest Management Program for a period of one (1) year.**

I \_\_\_\_\_ Agree to the terms stated above

to a limit of \$ \_\_\_\_\_ of woodlot owner contribution on my woodlot(s).

Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

# SILVICULTURE ACTIVITIES (2007-2008)

## TERMS AND CONDITIONS

1. Owners must own greater than 5 hectares (12+ acres) of forested land in New Brunswick and **NOT be a Crown Timber Licensee, Sub-licensee or Crown Corporation**. Woodlots must be greater than 5 hectares to be eligible to receive funding for silviculture activities.
2. Owners must agree to commit to forest production for a minimum of ten years, any area silviculturally treated under the YSC Forest Management Program. **By this we mean: changing or intending to change the use of the property (eg: gravel pit, clearing/agricultural, house, building or camp lots, etc), will result in repayment of the subsidy received for the Forest Management treatment. Amount of the payback will be determined following an assessment of the circumstances. Sale of the property as a whole is permitted.**
3. All work must conform to the relevant technical criteria including all applicable environmental requirements and regulations in effect for the current fiscal year.
4. The woodlot owner will identify who will carry out the silvicultural treatment. Please specify: OWNER or CONTRACTOR name: \_\_\_\_\_
5. Woodlot **boundaries must be clearly identified and sufficient property line evidence must be present to indicate the location of a property line** when a treatment area is adjacent to a property line.
6. YSC will pay 90% of the established rate of each successfully completed approved silvicultural treatment, and the remaining 10% of the cost will be incurred by the Owner. The owner contribution will be collected through an owner contribution agreement between the Owner and the Contractor. Owner contributions may be subject to HST.
7. The Owner will authorize all necessary woodlot inspection(s) required during the course of completing the silvicultural activity.
8. Payment for an activity will be made once the work has been inspected, measured and approved by YSC Marketing Board staff.

**Failure to meet or comply with any of the requirements set forth in the above terms and conditions will constitute a default by the owner, who shall, upon demand reimburse the YSC Marketing Board for the financial incentive received under this agreement. Owner agrees to make the payment by money order (if in person) or by cheque. CASH WILL NOT BE ACCEPTED.**

**OWNERS**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_