Vermont Superior Court
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Windham Unit

VERMONT SUPERIOR COURT
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CIVIL DIVISION
Case No. 26-SC-01226

Laura VanGuilder v. Green Mountain Forestry

FINDINGS AND CONCLUSIONS

A hearing in this small claims case took place on September 1 and October 20, 2026. Plaintiff Laura VanGuilder was present and represented herself. Robert "Steve" Hardy, owner of the business Green Mountain Forestry LLC, was present and represented the interests of his business.

Based on the evidence presented, the court makes the following Findings of Fact and Conclusions of Law.

Findings of Fact

Ms. VanGuilder acquired a parcel of forested land in Dummerston. In November of 2025, there was a timber harvest managed by Mr. Hardy taking place on a neighboring property. She met with Mr. Hardy on November 7, 2025 to discuss a timber harvest project on her own land. Mr. Hardy's business is to plan, oversee, and manage timber harvest projects. He hires contractors to do work such as estimating, harvesting, excavation, and transportation to mills.

At their initial meeting Ms. VanGuilder stated that she preferred to have the whole trees used, and did not want to have a mess left over. The project was three pronged: thinning, harvesting mature trees, and opening up an area between her house and pond.

The parties signed a contract on February 13, 2026. It provided that Green Mountain Forestry would mark trees for harvesting, prepare an Estimate of Stumpage Volume and Value, engage contractors to cut and skid trees to the landing, market sawlogs and pulpwood to various mills, administer payments for services to contractors from proceeds of sales, administer weekly stumpage payments to the owner, and prepare a Summary Report at the end. Its fee would be 25% of gross stumpage revenue, and it would hold the owner harmless from injury or damage resulting from actions of those under his control.

Ms. VanGuilder and Mr. Hardy met on the property the next day. Ms. VanGuilder agreed to an additional cost of $1,500 for gravel for a landing for the equipment. Ms. VanGuilder kept

brief notes of subjects discussed, and they included the addition of clearing an area where she proposed to put a yurt (Exhibit 4).

Mr. Hardy arranged for a timber cruise to be conducted, resulting in an Estimate dated March 1, 2026 that estimated that the net amount Ms. VanGuilder was expected to receive from the project after expenses was $14,236. The project was to take place during the winter with the work to be done by the contractor, Twin State Forestry, that was working next door. Since its equipment was right there, transportation expenses for equipment would be minimized.

On February 22, 2026 the equipment came over from the neighboring land and Twin State Forestry began work on the landing. The first load of logs was taken out on February 26. Ms. VanGuilder and Mr. Hardy met on the property on February 28, March 4, and March 7.

At the meeting on March 7 they walked the area where the yurt would go. During that conversation Mr. Hardy suggested including a road to the yurt area. Mr. Hardy testified that Ms. VanGuilder said, "it makes sense." Ms. VanGuilder testified at the hearing that although she thought and said that it was a 'good idea,' she had not made up her mind. She claims there was no agreement. There was no testimony that she told Mr. Hardy that she had not made up her mind or that she told him not to do it unless she specifically said so. The court finds that Mr. Hardy's testimony is credible and that he reasonably relied on her statement as agreement to include a road to the yurt site. Two days later stumps had been removed and the yurt area cleared. Clearing was also done for the road although it is not clear whether that was at the same time or later. Ms. VanGuilder made no objection to what was done.

Because Ms. VanGuilder had wanted the whole trees to be used, Mr. Hardy planned to hire a chipping contractor for the unused portions of the cut trees. Due to economic conditions, no chipping contractor was available. Twin State Forestry agreed to do the additional work of burning the debris for a fixed price of $3,000, and Ms. VanGuilder agreed to this additional cost. There was a lot of snow on the ground creating good burning conditions, and Twin State Forestry was able to do a considerable amount of burning for 6 straight days. The weather changed and the snow went away, and there were still some stumps remaining. The burning of them was never completed.

The parties met on March 28, after which Ms. VanGuilder went on vacation until mid April. After she returned she received from Mr. Hardy two Stumpage Summary Reports with details of the dates and amounts of wood sales to buyers. (Exhibits 9 & 10) The last one includes the following note about an equipment invoice from Twin State Forestry: "Stumped and roughed in 500' roadway to potential yurt site; stumped and rough graded ½ acre site." This reflects work that was outside the scope of the original timber harvest agreement.

During the work a piece of equipment that had traveled near a shed on the property had hit the tin roof of the shed damaging it. Mr. Hardy represented to Ms. VanGuilder that he would look at it and "come up with a repair solution." As noted above, the contract calls for Green

Mountain Forestry to hold Ms. VanGuilder harmless from property damage. The shed roof was never repaired. Ms. VanGuilder seeks $1,500 in damages for shed repair, but her testimony in support of that figure was unsupported with facts and not credible. Mr. Hardy testified that the replacement of the tin roof would cost approximately $100 for roofing material, and with labor costs, the total would be not more than $500. The court finds this testimony credible and that $500.00 is a reasonable amount for the damage to the shed roof.

The project was finished in April. The final accounting is shown on Exhibit G, the "Timber Sale Summary." Overall, the sales of wood brought a higher yield than anticipated, but expenses were also higher and included expenses related to the extra project of preparing a cleared and leveled area for the yurt and a road to it. Payments to Ms. VanGuilder totaled $14,709.56. This amount exceeded the original estimate by nearly $500. Ms. VanGuilder also has the benefit of the additional work.

Ms. VanGuilder disputes a deduction from wood sale proceeds of $8,100, the amount of Twin State Forestry's invoice for excavation work. She claims it was for clearing the yurt and landing areas and that while she thought it was not a bad idea she did not agree to it. Ms. VanGuilder has not met her burden of proof that this item was not agreed to. The credible testimony is that on March 7 they arranged for clearing an area for a yurt site as additional work, which was done immediately and to which she made no objection; and that Mr. Hardy suggested including a road to it to which she responded that it made sense. He acted reasonably on this response.

The note on Exhibit 10 concerning the $8,100 invoice also states that it includes "Excavated access road, stumped landing & spread stone for truck pad" as well as an additional item for "All stumps carried off to onsite stump dump." The evidence shows that she agreed to an additional cost for gravel for the landing, which would have needed to be cleared to create a landing, and that she agreed to burning the stumps, including the specific cost to do so.

The court finds that the $8,100 invoice for excavation work represents the expense of extra work which was necessary for completing work to which she agreed and from which she beneftted.

Ms. VanGuilder acknowledges that she agreed to the expense of $3,000 for the burning of the stumps, but that the work was never finished as stumps remain, whereas she had required from the beginning that there would be no leftover mess. She requests damages of $3,000, the extra amount she agreed to pay for burning stumps. However, a great volume of stumps were burned over 6 days and she received the benefit of that. As to the remaining stumps, at the hearing Mr. Hardy volunteered to return to the property to burn them. She refused to allow him to do so.

Conclusions of Law

Ms. VanGuilder seeks $8,100 for the amount she was charged for yurt and landing work that she says she did not agree to, and $3,000 for return of the fee she agreed upon for burning stumps because the work was not completed.

As to the $8,100, the court finds that Ms. VanGuilder requested clearing of a site for a yurt area which was extra to the timber harvest project, and she made no objection when it was promptly done. As to the clearing of a roadway to it, Mr. Hardy reasonably relied on Ms. VanGuilder's statement that it made sense to do that work. She had also agreed to the preparation of a landing area that would be graveled, and she agreed to pay for the gravel. She has received the benefit of all of those additions to the timber harvest estimate. She has not met her burden to prove that any work represented by the $8,100 invoice was unauthorized.

The money she received from the project was higher than projected and she also received extra improvements to her property.

As to the $3,000, she agreed to that charge as a fixed fee for burning all the stumps. Stumps were burned for 6 straight days, indicating that a very significant portion of that fee was earned. The evidence shows that there are still some stumps that were not burned, whereas she was clear from the beginning that she did not want there to be any debris remaining from the project. She presented no evidence of the volume of stumps remaining or a reasonable cost to complete the burning or otherwise dispose of the remaining stumps, and she refused to allow Mr. Hardy to return to he property to complete the burning. Due to her failure of specific proof she is entitled to only a nominal sum. The court awards her $150 for the failure of Defendant to complete the cleanup of the property.

Accordingly, Plaintiff has proved her claim in the amount of $500 for the damage to the shed roof and is entitled to $150 for the uncompleted portion of stump burning for a total of $650.

Electronically signed October 26, 2026 pursuant to V.R.E.F. 9 (d).



Mary Miles Teachout
Superior Judge (Ret.), Specially Assigned