

TIMBER SALE CONTRACT
For
THE ANDREWS COMMUNITY FOREST

Richmond, Chittenden County, Vermont
August, 2020

This document details the roles and responsibilities of the landowner, forester and logger during a forest management operation, or “timber sale.” This includes provisions for how trees will be marked to be cut, how sensitive features will be protected, how the logger, or “buyer” will pay for the wood they cut, how the landowner will be protected from liability, how the operation will be managed on a day-to-day basis and how restoration/stabilization of trails will occur following the operation. This document is intended to clearly dictate these roles and responsibilities and expectations for each party involved in this agreement.

This is agreement between the **Town Of Richmond**, whose address is 203 Bridge ST, Richmond, VT 05477 hereinafter called the OWNER and **Brown's Logging and Maple, LLC.** whose address is c/o Timothy Brown PO Box 184, Hinesburg, VT 05461 hereinafter called the BUYER.

Witnesseth that BUYER agrees to pay the OWNER stumpage payments for the consideration and the terms stated below, a quantity of timber on the OWNER'S property located on **428 Town-Listed Acres in Richmond, VT**, as depicted on the attached "Andrews Community Forest Harvest Map."

This contract will be supervised by a Vermont-Licensed Forester, hereinafter called FORESTER, who will act on behalf of the town in certain aspects of the administration of this contract.

The term of the contract shall be from **August 18, 2020** until all designated timber is cut and hauled, or the contract is cancelled by OWNER, or **December 31, 2021**, whichever comes first. The contract may be extended by written agreement of both parties.

ARTICLE I - Timber Sale Terms

- A. The OWNER warrants that he is the sole owner of the said tract of land, and has full right and power to dispose of the timber in the manner specified.
- B. The OWNER agrees to allow the BUYER to enter the described premises for the purposes of cutting and removing therefrom such timber as is included in the terms of this contract.
- C. OWNER agrees to sell all timber designated by ARTICLE IIA to the BUYER at rates detailed in Attachment #1.
- D. The BUYER agrees to pay the OWNER for marked timber at the rates on Attachment #1.
- E. The BUYER agrees that all timber sale payments are to be made to the OWNER within one week after payment is received from the mill or 30 days after delivery to the mill, whichever comes first. Such payments shall be accompanied by the corresponding Mill Tally Scale Slips with a statement of the species, volume, service/timber sale rate and dollars represented by said payment.
- F. All timber sale checks are to be made out to **Town of Richmond** and sent to:
Richmond Town Forest Committee, c/o Town of Richmond PO Box 285 Richmond, VT 05477.
- G. BUYER will submit a report to FORESTER on a weekly basis detailing all truckloads of timber that were shipped to markets that week the property, their driver, destination, and contents.

ARTICLE II - Logging Operation Terms

In conduct of its logging operations BUYER agrees with OWNER as follows:

- A. Trees to be cut will be designated by FORESTER. These trees will be designated by:
 - 1. All stems marked with a diagonal slash of blue paint on opposite sides of the trees shall be cut (trees with a blue "x" are not to be cut).

2. Pre-commercial stems marked with a slash or dot of blue paint should be cut and left on the ground or girdled.
 3. All trees within areas enclosed by trees marked with a vertical blue line, facing towards the interior of the area, and orange flagging shall be cut, except those designated by a painted blue "x". Stems within these areas that are precommercial, should be severed and left on the ground or otherwise destroyed.
- B. All timber shall be processed on the landing to realize the highest value products. FORESTER reserves the right to re-sort wood on the landing if it is not sorted to realize the highest value products.
- C. Stumps shall be cut as low as practicable but in no case higher than the diameter of the stump where cut.
- D. BUYER shall use extreme caution so as to prevent damage to trees that are not designated to be cut by the logging operation. FORESTER may designate "crop trees" which are to be especially avoided in the course of cutting and skidding marked trees.
- E. All hanging or leaning trees created by the BUYER's activity shall be felled.
- F. Tops and limbs of trees will be left un-lopped, except as needed for safety and access considerations.
- G. BUYER shall comply with all local, state and federal laws and regulations regarding, but not limited to, the the environment, safety, roads and powerlines. BUYER shall not trespass on property not owned by OWNER and respect all property boundaries including but not limited to those marked pursuant to Article II (J), below.
- H. Stream and wetland buffers will be designated by trees marked with parallel blue-painted stripes facing away from the stream. Within this area, no equipment may be operated, and no logging debris may be left in the stream channel.
- I. Stream crossing locations will be designated by FORESTER. Ephemeral streams and wet areas will be marked with blue flagging, and will be avoided whenever possible. If they cannot be avoided, they will be crossed in compliance with recommendations of the Vermont AMP's and to the satisfaction of, and in a location specified by, FORESTER.
- J. Property boundaries will be denoted by trees marked with 3 parallel blue-painted stripes, facing towards the interior of OWNER's property. No trees may be felled on property not owned by OWNER, and no trees may be felled across this boundary. No logging slash may be left within 50 feet of OWNER's boundary lines.
- K. BUYER agrees to comply with all aspects of the Acceptable Management Practices for protecting water quality on logging jobs in Vermont (AMP's). BUYER further agrees to take preventative or remedial actions as directed by FORESTER during and after cessation of operations to assure compliance.
- L. Location of roads and skid trails shall be determined by FORESTER. BUYER agrees to leave in good condition all major skid trails and perform all maintenance thereon if needed, as determined by BUYER or FORESTER. Maintenance shall mean to include blading ruts, installing

water bars, culverts or other water control measures. Upon completion of the logging operation, BUYER shall leave roads, major skid trails and landings protected from erosion as required by the AMP's.

- M. Within ninety (90) days after completion of the logging operation, BUYER will clean up all trash and other debris and leave the landing in a smooth and neat condition to the satisfaction of FORESTER. Areas of exposed soil will be seeded with winter rye. If not satisfactorily completed, OWNER will arrange to have any necessary remedial work done and bill BUYER for the work.
- N. BUYER will not assign this contract in whole or in part without the written consent of OWNER.

ARTICLE III - Security Deposit

The BUYER agrees to deposit with the OWNER the sum of **\$1,500**. Said deposit is not a credit for timber cut, but shall be used as a security deposit for proper completion of the terms and conditions of this Agreement by the BUYER. Payment for all timber removed must be made, and terms and conditions of this Agreement fulfilled, before the security deposit is returned. No sum of money may be withheld by the BUYER from stumpage payments with the intent of reclaiming the deposit.

The deposit will be returned to the BUYER within 30 days after satisfactory completion of the terms of this contract as judged by OWNER, acting by and through FORESTER.

ARTICLE IV - Buyer Status and Insurance Requirements

BUYER agrees with the OWNER that BUYER is an independent contractor and not an agent or employee of the OWNER, and as an independent contractor BUYER will indemnify, defend and hold OWNER harmless from all costs, claims and expenses of whatever kind or nature incurred by BUYER, his employees, agents, subcontractors, successors and assigns in connection with BUYER'S performance of this Agreement.

BUYER agrees to maintain, and agrees to have all sub-contractors maintain, any and all insurances required by the United States or State of Vermont, including, but not limited to Public Liability Insurance including all contractual liability for a minimum \$1,000,000 per occurrence and \$2,000,000 aggregate, Vehicle Liability Insurance for a minimum \$1,000,000 per occurrence and \$2,000,000 aggregate and Workers Compensation Insurance as required by law in connection with this logging operation.

Upon execution hereof and upon the anniversaries of this execution hereof, BUYER shall provide certificates of insurance to OWNER demonstrating compliance with this Article IV.

ARTICLE VI – Cancellation, Severability, Alterations

- A. Should the BUYER default under any provision, this Agreement may be immediately terminated at the option of the OWNER. OWNER may cancel this contract for any reason, at which point no more marked timber may be cut unless specified in a written agreement between both parties.
- B. In the event any provision or portion thereof of this Agreement or the accompanying Attachments is held to be invalid or unenforceable, such provision or portion thereof shall be

severed from this Agreement or Attachment, as applicable, and the remaining provisions will remain in full force and effect.

- C. This Contract contains the entire agreement between the parties with respect to the purchase or sale of the timber referred to herein, and the same may not be modified or discharged nor may any of the terms be waived except by an instrument in writing signed by the parties hereto.
- D. After the expiration date stated on Page 1 of this contract, BUYER'S rights to enter on this property shall cease and revert to OWNER free of all claims.

ARTICLE VII – Special Provisions

- A. BUYER agrees to attend at least two public educational events at the invitation of FORESTER. These events may occur on a weekend and will take no more than 3 hours each.
- B. Logging shall only be completed under reasonably dry or frozen winter conditions. The suitability of conditions for logging will be judged by FORESTER.
- C. Logging operations will cease with wet ground conditions in late fall and resume with frozen ground conditions in December 2020 or January 2021 as determined by FORESTER. No harvesting may occur between April 1 and August 1. If a substantial quantity of trees remains to be cut following winter 2020-21 (as determined by FORESTER), operations will resume after August 1, 2021. If not, FORESTER will notify logger of this fact by no later than June 1, 2020.
- D. BUYER is responsible for ensuring that the site is stable at all times and that operations are terminated during periods of poor operating conditions. BUYER understands that this may require the placement of temporary water bars in advance of forecast poor weather or during periods when operations have been suspended.
- E. OWNER reserves the right to request an amount of tree-length firewood to be left on the landing following the job, not to exceed 50 cords. The cost of cutting, skidding and piling this firewood will be paid to the logger at a rate of \$75/cord, to be deducted from stumpage owed to OWNER. If OWNER wishes to do this, OWNER will notify BUYER no less than 30 days before cessation of logging operations in either fall 2020, winter 2021 or fall 2021.
- F. OWNER reserves the right to request an amount of hardwood or softwood sawlogs to be left on the landing following the job, not to exceed 10 MBF total. The cost of cutting, skidding and piling this timber will be paid to the logger at a rate of \$160/MBF (softwood) or \$225/MBF (hardwood), to be deducted from stumpage owed to OWNER. If OWNER wishes to do this, OWNER will notify BUYER no less than 30 days before cessation of logging operations in either fall 2020, winter 2021 or fall 2021.
- G. Temporary site restoration will occur to the extent reasonably practicable and at the direction of FORESTER before logging ceases at the end of fall 2020 and winter 2021. If necessary, as judged by FORESTER, additional trail stabilization will be completed by BUYER as soon as conditions allow in the spring/summer of 2021.
- H. Final close-out will occur as soon as possible following the cessation of logging operations and will consist of installing waterbars and removing temporary stream crossings as directed by

FORESTER. OWNER reserves the right to require the use of an excavator for close-out, to comply with the below-listed provisions:

- 1) Waterbars will be installed per Vermont AMP's and as designated by FORESTER;
- 2) Temporary stream crossings will be removed and mulched per Vermont AMP's;
- 3) The landing shall be scraped clear of all wood and debris;
- 4) Ruts deeper than 6" created by logging equipment will be smoothed as designated by FORESTER;
- 5) No debris will be left within any marked streams, wetlands or vernal pools.
- 6) Existing culverts must be protected and left in good condition and free of logging debris. Any damage to culverts will be the responsibility of BUYER.

ARTICLE VIII – Signatures

Town of Richmond

Date

Timothy Brown, Brown's Logging and Maple, LLC. Date

ATTACHMENT #1

STUMPAGE PRICES*

PRODUCT	PRICE
Sawlogs	\$\$\$/MBF
Hardwood Sawlogs	MDP – Trucking - \$225/MBF**
Hardwood Veneer	MDP – Trucking - \$400/MBF
Softwood Logs	MDP – Trucking - \$160/MBF
Pulpwood/Firewood/Chipwood	\$\$\$ /Cord or \$\$\$/ton
Firewood/Hardwood Pulp	\$12/cord (\$5.77/ton)
Softwood Pulp/Chipwood	\$0

No log will result in a loss of revenue to the OWNER. Should the price of any sawlog leave the OWNER with \$0 or less per MBF, as calculated above, the stumpage price due to the OWNER will default to \$20/MBF (softwood) or \$30/MBF (hardwood).

* “Stumpage” is the money owed to OWNER by BUYER in compensation for trees cut on OWNER’s property

**MDP = Mill Delivered Price – the gross value of logs

*** Trucking rates must be approved by FORESTER.

Andrews Community Forest

Richmond, VT

2020 Forest Management Map

Drafted by Ethan Tapper,
Chittenden County Forester
August 11, 2020

Legend

- Property Boundary
- Total 2020-21 Harvest Area
- Skid Trail
- Truck Road
- Cover Type**
- Forest Stand
- Log Landing
- Open/Meadow
- Powerline Corridor
- Reserve Zone
- Reserve Zone - Hemlock Forest
- EPZ - Riparian/Wetland Buffer
- EPZ - Dry Oak Forest Variants
- EPZ - Red Pine Forest
- EPZ - Vernal Pool and 100' Buffer
- EPZ - Vernal Pool Secondary Zone

0 175 350 700 1,050 1,400 Feet