

**Agreement between J. Ethan Tapper, Chittenden County Forester
Vermont Licensed Forester # 148.0122047
and the Town of Richmond, Chittenden County, Vermont**

Ethan Tapper, hereinafter called "FORESTER," agrees to assist in the management and administration of a timber sale on the 428-acre Andrews Community Forest (ACF), owned by the Town of Richmond, hereinafter called TOWN.

The term of this agreement will be from July 1, 2020 – December 31, 2021; until the timber sale contract is completed; or until this agreement is ended by either party, whichever comes first. This agreement may be extended by mutual consent of both parties.

The role of FORESTER will be:

- To mark timber to be cut on the ACF in accordance with the forest management plan as approved by the Richmond Select Board approved on November 18, 2019 and to supervise the harvest of this marked timber;
- To assist the TOWN in the selection of a qualified and skilled logger for the timber sale;
- To mark the location of skid trails to be used by logging equipment, including stream crossings;
- To expressly review with the TOWN's contracted logger sensitive areas as defined in the forest management plan;
- To advise the TOWN's contracted logger and TOWN on adherence to requirements articulated in their timber sale contract, which will be agreed upon by the TOWN and their contracted logger;
- To supervise the TOWN's contracted logger work at the ACF to ensure compliance to the above-referenced contract;
- To support the TOWN in interpreting mill slips to ensure that marked timber is being paid for in accordance with contracted rates.
- To provide monthly updates to the TOWN's ACF committee regarding preparatory and logging activities, volumes removed, forest health observations (e.g., EAB or invasive presence), and upcoming management and outreach activities.
- To supervise the restoration of logging roads and trails to Vermont AMP standards following the completion of the job;
- To conduct an open and inclusive outreach campaign around this forest management work.

The logger contracted to complete the timber sale on the ACF will be chosen by mutual agreement of the TOWN and FORESTER, and need not be the logger who submits the highest bid for the marked timber.

Though the FORESTER may provide support, it will be the responsibility of the TOWN to do any accounting related to timber sale expenses or revenues and to collect and process timber revenue.

This work will be completed by FORESTER at no cost to the TOWN, except for reimbursement for necessary materials associated with marking timber and skid trails (e.g., flagging, paint), not to exceed \$300.

Both FORESTER and TOWN reserve the right to cancel this agreement at any time, for any reason. Should cancellation of this agreement occur before completion of the timber sale in question, the TOWN will contract a Vermont-licensed consulting forester to complete the administration of this timber sale.

Ethan Tapper

Date

Town of Richmond

Date